

INVITATION FOR BID



HAYDEN FRONTAGE ROAD

IFB # 10PB046

TABLE OF CONTENTS

NOTICE INVITING BIDS	1
SUBMITTAL RECEIPT AND OPENING	1
INSTRUCTIONS TO BIDDERS.....	2
PURCHASING WEB SITE	2
CONTRACT AWARD NOTIFICATION.....	2
SUBMITTING BIDS.....	2
NON COLLUSION AFFIDAVIT	3
IMMIGRATION LAW COMPLIANCE	3
BONDS REQUIRED.....	4
APPROVED ALTERNATES.....	4
SOLICITATION QUESTIONS	5
AWARD/REJECTION OF BIDS	6
EXECUTION OF CONTRACT	6
INTERPRETATIONS, ADDENDA	6
CONTRACT COMPLETION TIME	6
PERMITS	6
CONTRACTOR'S LICENSING REQUIREMENTS.....	7
FEDERAL EXCISE TAXES.....	7
REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM	7
TAX/LICENSE	8
RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES.....	8
SUBCONTRACTORS	8
GENERAL TERMS AND CONDITIONS	10
SCOPE.....	10
STANDARD SPECIFICATIONS AND DETAILS	10
COMPLIANCE WITH FEDERAL AND STATE LAWS	10
COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS	11
CONTRACTS WITH SUDAN AND IRAN	11
LITIGATION	11
DEFINITIONS.....	12
CONTRACT ADMINISTRATOR DUTIES.....	12
CONSTRUCTION PRACTICE	12
INSURANCE	12
Indemnification.....	13
Insurance Representations and Requirements	13
General	13
No Representation of Coverage Adequacy.....	13
Coverage Term	13
Claims Made	14
Policy Deductibles and or Self Insured Retentions	14
Use of Subcontractors.....	14
Evidence of Insurance.....	14
Required Coverage.....	15
Commercial General Liability	15
Vehicle Liability	15
Worker's Compensation Insurance	15
Builders Risk-Installation Insurance	15
TRAFFIC CONTROL.....	16
INSPECTION	17
LIQUIDATED DAMAGES.....	17
HINDRANCES AND DELAYS.....	17
DELAY AND DIFFERING SITE CONDITIONS	18
LOSS AND DAMAGES	18
PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK	18

CLEAN UP	19
FINAL ACCEPTANCE.....	19
RIGHTS-OF-WAY	19
DUST PREVENTION	19
EXISTING UTILITIES TO BE RELOCATED	19
DAMAGED WATER, SEWER, AND OTHER UTILITIES	19
EQUAL EMPLOYMENT OPPORTUNITY	20
EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT	20
DUMPING AND DISPOSAL OF WASTE	20
SUPERVISION BY CONTRACTOR.....	21
CHANGES IN CONTRACT PRICE	21
TESTING OF MATERIALS	21
CHANGES IN THE WORK.....	21
CONSTRUCTION STAKES	22
WORKMANSHIP	22
SOURCE OF MATERIALS.....	22
LOCAL CONDITIONS, RULES AND REGULATIONS.....	23
METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS	23
NATIVE PLANTS	23
RECORDS AND AUDIT RIGHTS	24
GUARANTEE - WARRANTY	24
CONFLICT OF INTEREST.....	24
PATENTS.....	25
ENDANGERED HARDWOODS.....	25
FINAL PAYMENT.....	25
CONTRACTOR'S DAILY LOG	25
MARSHALLING YARD.....	25
SUCCESSORS AND ASSIGNS.....	26
CONTRACTOR SAFETY PROGRAM	26
City Safety Rules and Expectations.....	26
Contractor Safety Tailgate Meetings	26
Accident/Injury Procedure.....	27
Unsafe Acts	27
Safety Audits.....	27
CHEMICALS	27
TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS	28
BIDDER QUESTIONNAIRE	29
SUBCONTRACTOR'S LIST.....	30
BID FORM	31
BID FORM SIGNATURE PAGE.....	32
AFFIDAVIT REGARDING NON COLLUSION	33
BID BOND	34
NOTICE OF AWARD.....	35
CONSTRUCTION CONTRACT.....	36
STATUTORY PERFORMANCE BOND	40
STATUTORY PAYMENT BOND.....	41
CERTIFICATE OF LIABILITY INSURANCE.....	42
NOTICE TO PROCEED.....	44
AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS.....	45
FINAL PAY ESTIMATE.....	46
FINAL ACCEPTANCE	47
RETAINAGE ESCROW AGREEMENT.....	48



INVITATION FOR BID # 10PB046

PROJECT NUMBER : Y1019

PROJECT NAME: HAYDEN FRONTAGE ROAD

NOTICE INVITING BIDS

The City of Scottsdale invites Sealed Bids for the removal of approximately 1300 lineal feet of existing curb, gutter and cable barrier along frontage road and replace with low profile barrier curb and gutter. Includes sidewalk, ramps, landscaping and traffic signage.

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **2:00 P.M., LOCAL TIME, JANUARY 5, 2010** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.** **LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened and read as a matter of public information within thirty (30) minutes after the receipt time and date have past. Each Submittal shall be accompanied by a Cashier's Check or a Bid Bond, acceptable to the City of Scottsdale, for a sum of not less than ten percent (10%) of the amount of the bid made payable to the City of Scottsdale.

Contact Raquel Diaz, Bid & Contract Specialist at 480-312-5715 for additional information.

All solicitation documents; plan sheets/drawings and addenda are available for download in .pdf format. Vendors may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Vendors will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you are a registered Plan Holder with the City for any construction related project in order to be notified of associated addenda.

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ and from the Purchasing website http://www.scottsdaleaz.gov/vendors/Procurement_Code.asp. A hard copy of the Code is also available for purchase, for a fee of \$10.00, at the Purchasing Office.

Raquel Diaz
Bid & Contract Specialist
480-312-5715
rdiaz@scottsdaleaz.gov

lh
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**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/vendors.asp>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

CONTRACT AWARD NOTIFICATION

NOTIFICATION OF INTENT TO AWARD

Intent to Award notices will be posted on Purchasing's web site at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=128>

The City Council may award contracts for construction and professional services exceeding the formal procurement limit. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the bidder's responsibility to access this information from the City of Scottsdale Purchasing website link provided above to view Purchasing's Notice of Intent to Award listings. This is the only notification you will receive regarding the posting of Notices of Intent to Award.

In the event you have questions or concerns regarding any of the proposed contracts please contact the Purchasing Department at 480-312-5700 and your call will be directed to the staff person handling the solicitation.

CONTRACT AWARDS

Once a solicitation has been awarded, it will be listed on Purchasing's web site on the Solicitation Awards page:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=10>

SUBMITTING BIDS

No Bid will be considered unless it is submitted on the bid forms contained herein.

All submittals must be presented in a sealed envelope or box. The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

SUBMITTING BIDS – CONT'D

SUBMITTALS MUST BE OFFICIALLY TIME AND DATE STAMPED AT THE FRONT DESK OF THE PURCHASING OFFICE located on the second floor of the Scottsdale Corporation Yard Building located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

If you wish to mail your submittal please note that it is the vendor's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. ***LATE SUBMITTALS WILL NOT BE CONSIDERED.***

Bids received after the time and date specified will be returned to the bidder unopened. A bid may be withdrawn prior to the time set for opening bids. No bid may be withdrawn for a period of ninety (90) days after the date set for receipt of bids.

Bids accepted by the City constitute a legally binding offer. In addition, the successful bidder will be required to sign the City of Scottsdale standard construction contract.

NON COLLUSION AFFIDAVIT

In connection with the performance of this solicitation or any resulting Contract, the Bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Bid in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their bid submittal.

IMMIGRATION LAW COMPLIANCE

By the submittal of its Bid/Proposal, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before bid award.. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Bid/Proposal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder/Proposer. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors:

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

BONDS REQUIRED

- a) Each bid must be accompanied by a cashier's check made payable to the order of City of Scottsdale in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the City in a sum equal to 10% of the total bid, and naming City of Scottsdale as obligee. Bid Security shall be returned to all except the two lowest responsible bidders within ten (10) days after the opening of bids, and the remaining securities returned within three (3) days after the bidder to whom the City Council has awarded the contract has executed the contract.
- b) Bonds in the following amounts will be required at the time of executing the formal contract and shall be made payable to the City of Scottsdale.
 - (1) Performance Bond - One Hundred (100%) percent of the contract price.
 - (2) Payment Bond - One Hundred (100%) percent of the Contract price.
- c) At the time of approval of any additional work by CHANGE ORDER, the Contractor may be required to provide an additional amount for Performance Bond and/or Payment Bond as deemed appropriate by the Contract Administrator or designee.
- d) Performance and Payment Bonds must be submitted on Statutory Forms provided herein.
- e) Each bond shall be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona issued by the Director of the State Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bonds shall not be executed by an individual or personal surety or sureties. Additionally the surety company issuing any bond shall have an A.M. Best Company Inc. Financial Strength Rating of not less than "A-VI".

APPROVED ALTERNATES

Plans and specifications may contain references to equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure pursuant to ARS 34-104.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit **2 copies** of a written Request for substitution to the Purchasing Director at least eight (8) days prior to the original deadline for receiving Bids. Requests for substitution submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Bid Number and **"REQUEST FOR APPROVED ALTERNATE"**. Requests must be time stamped by the Purchasing Division by **10:00 A.M., Local Time, December 28, 2009**. The bid shall include **2 copies** of all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.
- b. The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the proposal.
- c. The City, if the proposal is accepted, shall issue a written addendum to the Invitation for Bid specifying the approved alternates and publish the modification in the same manner as the original bidding documents.

The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.

SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to the Purchasing Division in writing, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff rdiaz@scottsdaleaz.gov where possible. When submitting any questions the Bidder should indicate the page number, Section Number / Clause Title and if possible paragraph number that is being questioned.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **10:00 A.M., Local Time, December 28, 2009**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

AWARD/REJECTION OF BIDS

The City Council reserves the right, as the interest of the City requires, to reject any or all bids, to waive any informality in bids received, to award a contract by accepting or rejecting any alternate bid(s) (additive or subtractive) and reserves the right to reject the bids(s) of any bidder who has previously failed to perform competently in any contract with the City.

EXECUTION OF CONTRACT

The Contractor shall execute the standard Construction Contract with the City of Scottsdale within ten (10) days after the date of the Notice of Award.

INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR BIDS BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. BIDS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Purchasing Staff and the Contract Administrator, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Bid, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided.

Addenda will be either emailed as an attachment to those who have provided their email address; mailed via US mail or provided by other appropriate means to each vendor, person or firm recorded on the Plan Holders list. The addenda will also be available wherever the Bidding Documents are kept.

CONTRACT COMPLETION TIME

Work shall be completed within seventy (70) calendar days as specified within the NOTICE TO PROCEED.

PERMITS

The Contractor shall be responsible for the securing of any applicable permits and payment of any applicable taxes and fees associated with this Contract. Fees for City Building Permits and City Encroachment Permits shall be waived by the City. All other fees and licenses are the responsibility of the Contractor.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

PERMITS – CONT'D

- a. City of Scottsdale Revised Code, Chapter 31, Article 4, Division 3 prescribes the requirements for Building Permits. Permits must be acquired from the Development Services Office.
- b. City of Scottsdale Revised Code, Chapter 47, Article 3, Division 2 prescribes the requirements for Encroachment Permits. Permits must be acquired from the Development Services Office.
- c. Capital Project Management (CPM) Inspection must be notified prior to the commencement of work, and CPM Inspection will represent the City for the purpose of inspecting the work for conformance to Plans, Specifications and details as well as public safety requirements as authorized by City Code.
- d. Development Fees applicable to this contract shall be pre-paid by the City and need not be included in the Contractor's bid.

CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

FEDERAL EXCISE TAXES

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Program on request.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

It is necessary for the **successful** Contractor to provide a **REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM**, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Purchasing's website on the Vendor Resources page, listed under Forms:** <http://www.scottsdaleaz.gov/vendors.asp>.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

TAX/LICENSE

The successful Contractor shall secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website: http://www.revenue.state.az.us/ADOR_Forms/70-79/74-4002_fillable.pdf

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website: <http://www.scottsdaleaz.gov/taxes/salestax.asp>

RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax & Audit Section at 480-312-2468.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
INSTRUCTIONS TO BIDDERS**

SUBCONTRACTORS – CONT'D

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

SCOPE

The work covered by these specifications consists of furnishing all labor, equipment and materials for construction of the removal of approximately 1300 lineal feet of existing curb, gutter and cable barrier along frontage road and replace with low profile barrier curb and gutter. Includes sidewalk, ramps, landscaping and traffic signage in accordance with "THE INSTRUCTIONS TO BIDDERS", "GENERAL TERMS AND CONDITIONS", "SPECIAL PROVISIONS", and the "PLANS" prepared by Dibble Engineering consisting of twenty-two (22) plan sheets and approved on November 25, 2009.

STANDARD SPECIFICATIONS AND DETAILS

Except as otherwise noted, construction of this project and all work done under this Contract shall be in accordance with these specifications and all applicable UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION sponsored and distributed by Maricopa Association of Governments (MAG) and MAG STANDARD DETAILS including the latest approved revisions and City of Scottsdale supplements thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "STANDARD SPECIFICATIONS". In all cases where accepted standards (AWWA, ANSI, AASHTO, ADOT, ASTM, etc.) are referred to in the "STANDARD SPECIFICATIONS", the latest revisions as of bid advertisement shall prevail. Copies of the STANDARD SPECIFICATIONS and revisions may be obtained at the MAG Office at 302 North 1st Ave., Suite 300, Phoenix, AZ. Copies of City supplements may be obtained from Development Services at 7447 E. Indian School Rd.

City of Scottsdale Supplements as revised and the "GENERAL TERMS AND CONDITIONS" AND "SPECIAL PROVISIONS" of these specifications provide for the supplementation, modification and/or amendments to the STANDARD SPECIFICATIONS.

In the event of any conflict between the "INSTRUCTIONS TO BIDDERS", "GENERAL TERMS AND CONDITIONS" and "SPECIAL PROVISIONS" and the requirements of the "STANDARD SPECIFICATION AND DETAILS" or "PLANS", these "INSTRUCTIONS TO BIDDERS", "GENERAL TERMS AND CONDITIONS" and "SPECIAL PROVISIONS" shall prevail.

COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Contractor relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

LITIGATION

The contractor will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

LITIGATION – CONT'D

The contractor will also disclose any litigation in which the contractor has been involved in, either as a plaintiff or defendant, within the past 3 years, and the contractor shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the City all litigation involving the contractor, the contractor's related organization, owners and key personnel.

DEFINITIONS

Definitions shall be as stated in Section 101.2 of the MAG STANDARD SPECIFICATIONS with the following additions:

CITY: CITY OF SCOTTSDALE

CONTRACT ADMINISTRATOR: BILL PEIFER

DESIGNER: DIBBLE ENGINEERING

OWNER: CITY OF SCOTTSDALE

CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

CONSTRUCTION PRACTICE

All construction practices and procedures shall conform to Section 107 of the Contract Works Hours and Safety Standards Act, (US Stat. 96, 40 USC 327) the latest revisions shall prevail.

INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Bid Number will be subject to rejection and returned or discarded.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

Indemnification

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions but only to the extent caused by Contractor relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy

By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so.

Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

Insurance Representations and Requirements – Cont'd

Claims Made

In the event any insurance policies required by this Contract are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

Policy Deductibles and or Self Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Contractor shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance

Prior to commencing any work or services under this Contract, Contractor shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor’s insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement.

If any of the above cited policies expire during the life of this Contract, it shall be Contractor’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor’s insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

Insurance Representations and Requirements – Cont'd

4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

Required Coverage

Commercial General Liability

Contractor shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Contractor, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject work.

Contractor shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all the insurance requirements set forth herein including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

Vehicle Liability

Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

Worker’s Compensation Insurance

Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

Builders Risk-Installation Insurance

If subject contract involves any construction of buildings or building improvements in whole or part, Contractor bears all responsibility for loss to all work being performed and to buildings under construction. Unless waived in writing by City of Scottsdale, Contractor shall purchase and maintain in force Builders Risk-Installation insurance on the entire work until completed and accepted by City of Scottsdale.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

Required Coverage – Cont'd

Builders Risk-Installation Insurance – Cont'd

Such insurance shall be Special Causes of Loss policy form, (minimally including perils of fire, lightening, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, collapse and flood coverages), completed value, replacement cost policy form equal to the ultimate forecast completed project Contract sum and all revisions thereto. Contractors Builders Risk-Installation insurance shall be primary and not contributory.

Such Builders Risk-Installation insurance shall name City of Scottsdale, Contractor and all tiers of Subcontractors as Named Insured's and shall contain a provision that subject insurance shall not be canceled or materially altered without at least 30 days advance notice to City of Scottsdale. City of Scottsdale shall also be named as a Loss Payee under Builders Risk-Installation coverage.

Such Builders Risk-Installation insurance shall cover the entire work including reasonable compensation for architects and engineers services and expenses and other "soft costs" made necessary by an insured loss. Builders Risk-Installation insurance shall provide coverage from the time any covered property comes under Contractors control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property shall include, but not limited to, scaffolding, falsework, and temporary buildings at the site. Said insurance shall also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code. Builders Risk-Installation insurance shall provide coverage while covered premises, or any portion thereof, are occupied.

Contractor shall also purchase and maintain Boiler and Machinery insurance with same requirements as Builders Risk-Installation insurance cited above if the work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law and or testing requirements in the performance of this contract.

Contractor shall be responsible for any and all deductibles under above policies and Contractor waives all rights of recovery and subrogation against City of Scottsdale under Contractor provided Builders Risk-Installation insurance and Boiler and Machinery insurance described herein.

TRAFFIC CONTROL

- a. Complete street closures will not be permitted unless specified in the Special Provisions Section of this bid document.
- b. Adequate barricades and lighted warning signs shall be installed and maintained by the Contractor throughout the duration of the project. All traffic control shall be in accordance with the City of Phoenix Traffic Control Manual unless otherwise specified in the Special Provisions section of this bid document.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

TRAFFIC CONTROL – CONT'D

- c. The City Traffic Engineering Manager shall stipulate the traffic restrictions and/or minimum requirements throughout the construction period.
- d. The Contractor shall submit a construction schedule and traffic supplement for "Street Barricading and Channelization" to the City Traffic Engineering Manager for approval and/or modification before construction is initiated.

INSPECTION

- a. Inspectors may be stationed on the work to report to the Contract Administrator or his Designee as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished or work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspector may direct the attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.
- b. In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.
- c. Inspection or supervision by the Contract Administrator or Designee shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.

LIQUIDATED DAMAGES

The Contractor shall pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications.

HINDRANCES AND DELAYS

In the event that the Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, the Contractor and the City shall negotiate to determine the amount of such damages. This provision is made pursuant to Arizona Revised Statutes Section 34-221 and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision shall not be construed to void any provision of this contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

DELAY AND DIFFERING SITE CONDITIONS

“Delay” means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the project to be extended. Delays may be caused by the City, the Contractor, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

“Delay, Compensable” means delay that results from the City’s actions or inactions that entitle the Contractor to both a time extension and delay damages.

“Delay, Concurrent” means two (2) or more delays, within the same timeframe, both of which would independently impact the project’s critical path. If one delay is caused by the City and the other by the Contractor, the Contractor will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may “overlap.”

“Delay, Excusable” means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of the Contractor (including its suppliers and subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

“Delay, Non-Excusable” means a delay within the control of the Contractor, its suppliers and subcontractors, or a delay resulting from a risk taken by the Contractor under the terms of the Contract. The Contractor will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

LOSS AND DAMAGES

All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City.

Any payment for completed portions of the work shall not release the Contractor from such responsibility, however; he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK – CONT'D

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the City.

CLEAN UP

After all work under the contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the work from the site of the work.

FINAL ACCEPTANCE

"Final Acceptance" shall mean a written final acceptance of the work by the Contract Administrator in the form of the Notice of Final Acceptance. The Contract Administrator or his Designee shall make the final acceptance promptly after all work under the contract has been completed in accordance with the contract documents and after final inspection.

RIGHTS-OF-WAY

The M.A.G. Standard Specification 107.12 shall hereby be modified to read as follows: The Contractor, at his own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage and maintenance purposes, which are required in addition to existing easements and/or rights of way secured by the City as indicated upon the plans.

DUST PREVENTION

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the City, in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications. This is not a pay item. M.A.G. Subsection 104.2.5 shall apply.

EXISTING UTILITIES TO BE RELOCATED

If any utility is relocated or rebuilt to accommodate the Contractor's construction methods and available equipment, the expense shall be borne by the Contractor.

DAMAGED WATER, SEWER, AND OTHER UTILITIES

Any utilities damaged during construction shall be replaced at the Contractor's expense as per the requirements of the M.A.G. Standard Specifications.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

The Contractor shall use due care when excavating at or near intersections where traffic signal underground conduit is located. The Contractor shall notify the Transportation Maintenance Traffic Signal Division (312-5620) 48 hours in advance of any work at such intersections.

The Contractor shall be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Traffic Engineering Director when underground conduit is to be severed by excavations at the intersection. The Transportation Maintenance Manager shall have all underground traffic conduit located and shall provide the necessary City Technicians to assist the Contractor in identifying wiring phases and direction of conduit runs upon 24 hours notice from the Contractor and at least one day prior to the Contractor's scheduled wiring and installation of temporary cables. The Contractor shall be responsible for the wiring and connection of all temporary cable within pull boxes and terminal compartments. The Transportation Maintenance Manager shall provide a City technician to assist the Contractor with connecting field wiring within the traffic signal control cabinet. The Contractor shall provide, at his expense, an off duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. The Contractor shall be responsible as specified by the Traffic Engineering Manager for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified.

The Contractor shall be responsible for the maintenance and repair of any temporary field wiring of signal equipment. The Contractor shall ensure that signal faces are re-aligned to provide proper visibility when traffic lanes are re-routed.

The City does not permit the splicing of Magnetic Detector Loops.

DUMPING AND DISPOSAL OF WASTE

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor.

The Contractor shall provide for the disposal at a legal off-site location for all waste products, debris, etc., and shall make necessary arrangements for such disposal. Any disposal/dumping of waste products or unused materials shall conform to applicable Federal, State and Local Regulations.

It is preferred that the City of Scottsdale's Solid Waste Division be considered as first choice for dumpster services. Contact Mark Powell at 480-312-5610 for pricing, availability and agreements.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site.

The representative shall have full authority to act on behalf of the CONTRACTOR and all communications given to the representative shall be as binding as if given to the CONTRACTOR. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a written CHANGE ORDER issued by the City. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.
- c. The Provision of M.A.G. 109.5.

TESTING OF MATERIALS

The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed from the site and shall not be used in any form for any other part of the work.

CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the WORK without invalidating the CONTRACT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by written CHANGE ORDER.

The City will execute a formal CHANGE ORDER based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All CHANGE ORDERS are subject to approval by the City.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

CHANGES IN THE WORK – CONT'D

The City, also, may at any time, by issuing a written FIELD ORDER, make changes in the details of the WORK not affecting contract price or time. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered unless the CONTRACTOR believes that such written FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the OWNER WRITTEN NOTICE thereof within one (1) day after the receipt of the Field Order, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER.

If the Contractor performs work authorized under a Field Order and subsequently requests a Change Order for that work, the City shall not be obligated to issue a Change Order.

CONSTRUCTION STAKES

Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by the Contractor.

WORKMANSHIP

Where not more specifically described, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion.

All work shall be executed by tradesmen skilled in their respective lines of work.

When completed, all work shall have been durably and substantially built and shall present a neat, workmanlike appearance.

SOURCE OF MATERIALS

No material source has been designated by the City for use on this project.

MAG Specification, Section 106 shall apply as will ADOT Standard Specifications 1982, Section 106.01, .03, & .11 which outline controls and Section 1001-1, -2, & -4 concerning approval of contractor furnished Source and supplemental agreements in regards to environmental analysis and the liability for materials testing costs.

Contractor furnished material sources situated in the 100-year flood plain of any stream or watercourse, and located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing, shall not be allowed.

A contractor furnished source shall be defined as a material source which is neither an A.D.O.T. furnished source nor a commercial source, as herein defined.

A commercial source shall be defined as a material source in which the owner or producer has been for at least one year regularly engaged during regular business hours on a regular basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company shall have an Arizona retail sales tax license.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

SOURCE OF MATERIALS – CONT'D

The location of any new material source or existing non-commercial material source proposed for use on this project shall be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. Contractor shall obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the conditions herein and such applicable Standard Specifications as referenced.

LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

METHOD OF MEASUREMENT AND PAYMENT FOR PAY ITEMS

Except as noted in the Special Provisions, measurements and payment for all bid items in the BID FORM shall be as described in the MAG STANDARD SPECIFICATIONS, subject to the following:

- a. Payment for each item shall constitute payment in full for the furnishing of all excavation, back filling, materials, equipment, appurtenances, labor, plant and tools necessary to provide a completely finished, and serviceable project, as shown by the Plans and described in the Specifications. Each item shall be complete with all necessary connections, testing, and related work accomplished to provide for the satisfactory use and/or operation of the total project.
- b. No additional payments will be made for incidental work related to any items unless specifically noted and called for in the bid. Payment will be made at the unit price or lump sum price bid in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
- c. Measurements of the completed work will be made in place, with no allowance for waste, and as may be more particularly described in the description of the various items of work. Ten percent (10%) of the amount of each progress pay estimate shall be retained or securities shall be posted in accordance with ARS 34-221 until final acceptance by the City of all work.

NATIVE PLANTS

The Contractor shall take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

RECORDS AND AUDIT RIGHTS

Contractor's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Contractor's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Contractor pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Contractor or Subcontractor reasonable advance notice of intended audits.

Contractor shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

GUARANTEE - WARRANTY

The provisions of M.A.G., Section 108.8 shall apply with the following additional requirements:

- a) Should the Contractor fail to begin repairs or corrective work within fourteen (14) calendar days after receipt of written notice from the City, the City may perform the necessary work and the Contractor hereby agrees to reimburse the City for the actual cost.
- b) The warranty period on any part of the work so repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement.
- c) This guarantee will not apply to damage caused by normal wear and tear or by acts beyond the Contractor's control.

CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

FINAL PAYMENT

Final payment shall be made per statutory requirements after approval of the Contractor's Notice of Final Pay Estimate by the Contract Administrator and receipt of the Contractor's Affidavit Regarding Settlement of Claims. The above documents shall be submitted on forms provided herein.

CONTRACTOR'S DAILY LOG

On a daily basis, the Contractor shall prepare a Contractor's Daily Report. The City Public Works Inspector will provide a sample report format for the Contractor. The report shall detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated and all personnel on the site inclusive of subcontractors.

The Daily Reports shall be submitted on a daily basis, unless otherwise arranged, to the City Public Works Inspector. The Daily Reports shall also be made available to the Contract Administrator upon request.

Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.

MARSHALLING YARD

Bidders are advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshalling areas they propose to use.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

MARSHALLING YARD – CONT'D

Marshalling areas shall be fenced with opaque slats. The Contractor shall obtain written approval from the property owner for marshalling area use. This approval shall contain any requirements which are a condition of this approval. Marshalling yard requirements according to M.A.G. Subsection 107.6.1 and City of Scottsdale Supplemental Specifications shall apply.

SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

CONTRACTOR SAFETY PROGRAM

The industrial environment in which the Contractor for the City of Scottsdale operates may on occasion present a potential safety and health hazard to any who may be on the job site. All work shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. The Contractor will be required to attend a City safety briefing session at the pre-construction meeting. The session shall be attended by the Contract Administrator, the designated Risk Management staff, and a Contractor's representative.

Contractor shall provide a current OSHA 300 A report at the pre-construction meeting. Contractor shall provide a safe jobsite and work environment for the safety and health of employees and members of the general public and shall comply with all legal requirements, including but not limited to the following:

- Occupational Safety and Health Act (OSHA) Electrical Safe Work Practices Standards
- OSHA Personal Protective Equipment Standards
- NFPA 70E Standard for Electrical Safety in the Workplace
- OSHA Fall Protection Standards
- OSHA Confined Space Entry
- All other applicable requirements of OSHA and local codes and agencies having jurisdiction.

Contractors that violate aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

City Safety Rules and Expectations

Risk Management Division makes available a packet which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.

Contractor Safety Tailgate Meetings

Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
GENERAL TERMS AND CONDITIONS**

CONTRACTOR SAFETY PROGRAM – CONT'D

Accident/Injury Procedure

Contractor shall contact the Contract Administrator and the Risk Management Division with 24 hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Unsafe Acts

Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits

The City reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the City shall be notified should any OSHA inspection occur at a City job site.

CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.



INVITATION FOR BID #10PB046

HAYDEN FRONTAGE ROAD

TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
HAYDEN FRONTAGE ROAD
WHITTON AVENUE TO FAIRMOUNT AVENUE
CITY OF SCOTTSDALE PROJECT NO. 410 Y1019

NOVEMBER 2009



PREPARED FOR:
CITY OF SCOTTSDALE
7447 EAST INDIAN SCHOOL ROAD, SUITE 205
SCOTTSDALE, AZ 85251



PREPARED BY:
DIBBLE ENGINEERING
7500 N. DREAMY DRAW DRIVE, SUITE 200
PHOENIX AZ 85020-4660
(602) 957 -1155
DIBBLE PROJECT NO. 10-0449



**HAYDEN FRONTAGE ROAD
WHITTON AVENUE TO FAIRMOUNT AVENUE**

CITY OF SCOTTSDALE PROJECT NO. 410 Y1019

SPECIAL PROVISIONS INDEX

DESCRIPTION	PAGE
PART A: SCOPE OF WORK	5
1. SCOPE OF WORK.....	5
PART B: GENERAL INFORMATION	8
1. PLANS AND SHOP DRAWINGS (SUBMITTALS)	8
2. COOPERATION WITH UTILITIES	10
3. SEQUENCE OF WORK/ CONSTRUCTION SCHEDULE	13
4. PERMITS	15
5. EXECUTION AND APPROVAL OF CONTRACT.....	16
6. PRECONSTRUCTION CONFERENCE/ WEEKLY MEETINGS	16
7. EARTHWORK, TRENCHING AND DEWATERING.....	16
8. PAINTING AND COATINGS	17
9. TEMPORARY UTILITY SERVICES	17
10. SAFETY & SECURITY.....	17
11. PRIME COATS AND TACK COATS	17
12. SUBGRADE PREPARATION.....	18
PART C: BID ITEMS	19
ITEM 105801 CONSTRUCTION SURVEYING	19
ITEM 105802 AS-BUILTS	22
ITEM 321001 THRU 321002 PAVEMENT SECTIONS.....	24
ITEM 340266 THRU 340270 SIDEWALK RAMPS.....	25
ITEM 343102 THRU 343103 STAMPED ASPHALT PAVEMENT	26
ITEM 345002 ADJUST VALVE, BOX & COVER, COS STD DET 2270	26
SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS.....	27
ITEM 401001 TRAFFIC CONTROL.....	28
ITEM 402401 THRU 402503 SIGNING.....	31
ITEM 430001 DECOMPOSED GRANITE (2" DEPTH, ½" SCREENED).....	31
ITEM 430101 GROUNDCOVER (1 GALLON).....	31
ITEM 430201 SHRUB/ACCENT (1 GALLON).....	31
ITEM 430202 SHRUB/ACCENT (5 GALLON).....	31
ITEM 440207 IRRIGATION PIPING LATERAL	40
ITEM 440261 IRRIGATION SLEEVING	40
ITEM 440501 IRRIGATION EMITTERS MULTI	40
ITEM 505704 LOW PROFILE BARRIER CURB & GUTTER, DETAIL A.....	43
ITEM 505708 LOW PROFILE BARRIER CURB & GUTTER TRANSITION, DETAIL B	43



PROFESSIONAL ENGINEER SEALS

This book of specifications and related contract documents represents the combined efforts of the following design firms:

1. Dibble Engineering
2. Logan Simpson Design

A representative of each firm has affixed his/her seal below to attest that portion of these specifications which relate to the drawing numbers appearing after their seal were prepared under their direction.

Dibble Engineering

G1 to G9; R1 to R3

**Logan Simpson Design**

LA1.01, LA2.01-LA2.03, LA3.01; IR1.01, IR2.01 to IR2.03, IR3.01



**CONSTRUCTION
SPECIAL PROVISIONS**

**HAYDEN FRONTAGE ROAD
WHITTON AVENUE TO FAIRMOUNT AVENUE**

CITY OF SCOTTSDALE PROJECT NO. 410 Y1019

NOVEMBER 2009



**PREPARED FOR:
CITY OF SCOTTSDALE
7447 EAST INDIAN SCHOOL ROAD, SUITE 205
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**PREPARED BY:
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7500 N. DREAMY DRAW DRIVE, SUITE 200
PHOENIX AZ 85020-4660
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PART A: SCOPE OF WORK

1. SCOPE OF WORK

General:

This project includes approximately 1,300 lineal feet of improvements to the frontage road on the east side of Hayden Road from Whitton Avenue to Fairmount Avenue, which is south of Indian School Road. The project includes roadway paving, mill and overlay, sawcutting, removing existing cable barrier, constructing a low profile concrete barrier curb and closing off the ends of the frontage road to through traffic. The improvements include new curb and gutter, sidewalk, ramps, scuppers, landscaping, irrigation and traffic signing.

The work covered by these specifications consists of furnishing all labor, equipment and material necessary for the construction of improvements identified with the contract documents. The City supply of long lead items, if any, will be included in these contract documents. The Contractor should generally anticipate the following primary types of work along with related incidental work to be completed in an acceptable manner for this project:

- **Survey Control, Monumentation and As-Builts**
- **Demolition & Disposal of Existing Improvements**
- **Grading and Subgrade Preparation**
- **Concrete Curb, Gutters, Sidewalks, Ramps, Valley Gutters and Scuppers**
- **Concrete Low Profile Barrier Curb and Transitions**
- **Roadway Paving including Sawcutting, Full Depth Paving and Mill & Overlay**
- **Stamped AC Pavement**
- **Fire Hydrant Relocation and Valve Box Adjustments**
- **Traffic Control, Construction Signing and Barricading**
- **Traffic Signing**
- **Landscape Planting and Irrigation Systems**

The above items of work along with the construction requirements are adequately described and defined in the 1998 "Uniform Standard Specifications for Public Works Construction" with revisions through 2008 sponsored and distributed by the Maricopa Association of Governments (MAG) Arizona along with the MAG Uniform Standard Details and the 2004 City of Scottsdale supplements with revisions through 2008 to both of the above MAG Specifications & MAG Standard Details, Arizona Department of Transportation (ADOT) "2000 Standard Specifications for Road and Bridge Construction", City of Phoenix Traffic Barricade Manual, or within these special provisions. The latest revisions of the above shall govern the item of work and the construction requirements.

In the event of conflicting information provided by any of the references named above, the following rank order of resolution shall be enforced: 1) these special provisions, 2) City of Scottsdale Supplements for City of Scottsdale Facilities, 3) MAG, and 4) written direction from the City's Inspector or consultant.

If this document and any of the documents listed above are in conflict, then the most stringent requirement shall apply.



The information written into these special provisions will:

1. Describe any special or unusual conditions
2. Explain details of the work not covered in the MAG Specifications and Details or the City of Scottsdale supplements thereto.
3. Relate certain work to specific bid items or payment quantities.
4. Contain the specifications and/or requirements of utility companies affected or included within the drawings and specifications of this project.

A general geotechnical investigation for an adjacent City of Scottsdale project - Indian School Road, Drinkwater Boulevard to Pima Road (Project No. 410 S0308) - has been prepared by Ricker, Atkinson & McBee, Inc. (RAM Project No. G08366 dated December 22, 2005) and is available for review at the office of the City's Contract Administrator. The material boring logs are included for the Contractor's convenience only. It is not intended to imply that the character of materials shown in the logs is representative for this Hayden Frontage Road (Whitton Ave to Fairmount Ave) project. **The soil borings are indicative of the soil characteristics only at the location and to the depth of each of the borings.** Even if not specifically shown on the boring logs, the Contractor may encounter large cobbles, boulders, caliche, conglomerate, hard rock, perched groundwater, historic or prehistoric cultural resources, or other differing site conditions on this project. **No additional compensation will be made for any differing site condition that may be encountered.** The Contractor shall be responsible for determining the validity of the investigation along with any conclusions or interpretations drawn from the report. Additional borings or testing may be requested, but shall be arranged and scheduled by, and shall be at the expense of, the Contractor. A street encroachment permit may be needed to conduct additional borings. The investigations reveal the information, that the soil condition during excavation may be difficult due to possible caving at higher depths.

The Contractor shall be responsible for verifying existing utility locations. Pothole borings may be requested, but shall be arranged and scheduled by, and shall be at the expense of the Contractor. A street encroachment permit may be needed to conduct borings.

General construction notes for City of Scottsdale Public Works projects are included in the plan set and shall be representative, unless specifically noted otherwise, to all plan sheets.

The Contractor shall obtain the necessary temporary construction easement for the work of driveways, utility relocations or minor roadside area improvements.

No work may be planned during the major downtown events.

Full and safe access shall be provided during major events.

No night work may be planned adjacent to residential or resort areas.

Ensure no stoppage of peak hour traffic.

For hazard protection, a concrete barrier or other pre-approved device shall be used where new trench construction is in close proximity to the traffic flow.

Construction activity that generates noise higher than existing ambient level shall be adequately mitigated to prevent public inconvenience.



In the pavement areas depicted for milling, the milled surface shall not be used for traffic for a period longer than **10** (ten) days.

The Contractor shall provide a safe pedestrian route/access on the existing interior frontage road sidewalks during all construction activities. Temporary concrete barrier or other pre-approved devices shall be used to protect pedestrians from traffic or where the new construction is in close proximity.

Prior to submitting the traffic control plan, the Contractor shall determine a location of the re-routed bus stop with City of Scottsdale Transit.

At least one access point/driveway for each frontage road segment (Whitton Ave to Clarendon Ave and Clarendon Ave to Fairmount Ave) shall be open at all times.

The Contractor shall be prepared to meet with the local businesses to work out traffic control issues on a weekly basis, either by having a separate field meeting or by inviting them to the regular weekly construction meeting.

SWPPP must be developed & the necessary permit from ADEQ shall be obtained prior to beginning of any construction activity.

Asphalt-rubber concrete shall be placed only when the surface is dry, and when the atmospheric temperature in the shade is 13° C (55° F) or above. No asphalt-rubber concrete shall be placed when the weather is foggy or rainy. Asphalt-rubber concrete shall be placed only when the Engineer determines that weather conditions are suitable.



PART B: GENERAL INFORMATION

The following items are non-payment items being considered incidental to the project, the costs of which are to be included in project overhead or within a specific bid item. No separate payment will be made for any item that is not specifically set forth in the schedule of bid items. All costs shall be included in the prices named in the bid proposal for the various identified items of work. Payment for construction, modification, maintenance, removal and restoration of all access and storage facilities shall be included in the price bid items of work where access facilities are required.

Any work shown on the plans that is not included in a bid item will be considered incidental to the project.

1. PLANS AND SHOP DRAWINGS (SUBMITTALS)

General: Conform to the requirements of MAG Standard Specifications Section 105.2 except as noted herein.

Materials: The Contractor shall furnish to the City of Scottsdale's Contract Administrator product data, material certificates, mix designs and shop drawings in sufficient detail to show complete compliance with all specified requirements, including but not necessarily limited to the following:

Product Data:

- Waterline appurtenances
- Fire hydrants and meters
- Valves and valve boxes
- Vaults, manholes, covers & liners
- All irrigation components
- Paint
- Color Pigments for painting cast in place concrete

Product data shall include information such as the manufacturer's printed recommendations, compliance with recognized trade association standards, application of testing agency labels and seals, product dimensioning, and notation of coordination requirements.

Certificates:

- Piping materials and appurtenances
- Gaskets
- Steel
- Signing materials
- Tack coat
- Paint
- Geosynthetics Material- Pavement Fabric
- Color Pigments for painting cast in place concrete
- Fire Hydrants

The certificates shall be prepared by the Manufacturer or testing agency thereof and should include technical specifications and compliance with industry trade association and testing agency standards.

Mix Designs:

- Asphaltic cement concrete pavement
- Portland cement concrete



The mix designs shall directly compare the proposed mix components and properties with those of the referenced standard mix or as modified within the special provisions.

Shop Drawings: Sequence of construction details
 Traffic control plans-haul routes
 Utility protection plans
 Reinforcing steel bending and layout
 Details of structures if non-standardized
 Falsework
 Steel fabrication details
 Shoring
 Stormwater Pollution Protection plan

Shop drawings shall include the name of the project, project number, date prepared, name of the Preparer, Contractor, and Subcontractor, if applicable. All dimensions and identification of products and materials included, along with notation of any coordination requirements and established field dimensions/measurements/verifications shall be clearly shown or noted. English units shall be used.

Drawings of minor or incidental fabricated material and/or equipment may not be required by the City of Scottsdale. The Contractor shall furnish the City tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers, together with samples of general data as may be required to permit determination by the City as to their acceptability for incorporation into the work.

Samples: Plant materials
 Decomposed granite
 Stamped asphalt pavement
 Paint for cast in place concrete
 Aggregate base course
 Landscape sample strip to be prepared for the City approval

Samples shall be representative of the materials to be incorporated into the project and submitted in sufficient quantity to permit evaluation and/or comparison.

Distribution and Review: The Contractor shall anticipate and schedule for a two-week review period by the City of Scottsdale and/or its designee during which time will either approve, disapprove or request modifications. The latter two will require resubmittal of the material and a subsequent additional review period. This process shall be repeated until all submitted materials have been approved.

Shop drawings shall be on sheets in standard size increments between 8½ x 11 and 24 x 36. All drawings shall indicate the name of the job, the City's job number, date, names of the Contractor, Subcontractor and Preparer, and the date of approval by the Contractor. All other data, certificates or mix design reports shall be presented on 8½ x 11 formats, or as provided by the Supplier/Manufacturer.

The Contractor shall first review all submitted data for compliance with specification and job requirements. Six Contractor approved copies along with a letter of transmittal shall be delivered to the City's Contract Administrator. Any Contractor comments, recommendations, etc. shall be clearly



noted on the submitted data. The Contractor shall provide all submittal material far enough in advance of scheduled need to allow for the noted City review time. The City will not consider time extension requests or delay / damage / inefficiency claims / etc. resulting from the Contractor failing to properly schedule submittals.

If the submittal is acceptable, three copies will be stamped approved, dated, initialed by the Reviewer and returned to the Contractor.

If the submittal requires corrections or is rejected, three copies along with an explanation of the outstanding concerns will be returned to the Contractor for revision and the subsequent resubmittal as described above.

Resubmittal of any required corrections shall be made within ten (10) working days.

Contract Documents: Approved drawings, data, mixes and certificates as they are returned to the Contractor will become a portion of the Contract Documents.

2. COOPERATION WITH UTILITIES

General: Conform to the requirements of MAG Sec. 105.6 and as modified herein.

The locations of existing underground utilities have been shown on the plans to the best of the Design Engineer's knowledge at the time of the preparation of the plans & drawings; however, it shall be the Contractor's responsibility to field verify all utility locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation shall be protected, not damaged or dislocated and may be adjusted with prior utility agency approval; without delay to the Contractor's project schedule. Utility conflict letter have not been obtained from all utility agencies. The Contractor shall coordinate the resolution of unresolved conflicts with the owning utility and the City of Scottsdale's Construction Coordinator prior to the construction of the proposed improvements. In addition, the City will not consider additional compensation requests from the Contractor to perform any potholing, utility company coordination, etc. needed to locate/verify utility location, to adjust contract work items as necessary to avoid utility line conflict, to cooperate with utilities in adjusting schedule as needed to allow for utility company work, relocations, etc. The Contractor's bid shall allow for/include the above coordination/work/adjustments based on the best available information known/provided in the contract.

The Contractor will make whatever investigation it deems necessary to verify the location of underground utility facilities. Locations of utility facilities shown on drawings furnished by the City are to be regarded as preliminary information only, subject to further investigation by the Contractor. The City does not warrant the accuracy of these locations, and the Contractor, by entering into this Contract, expressly waives and disclaims any claim or action against the City under any theory for damage resulting from location of utility facilities.

The Contractor shall be responsible for obtaining all Blue Stake utility location information, and for performing all requirements as prescribed in A.R.S. 40-360.21 through .29, for all underground facilities, including those that have been installed on the current project, until the project is accepted by the City.



At least two (2) working days prior to commencing any excavation, the Contractor shall call the Blue Stake Center, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, for information relative to the location of buried utilities. The number to be called is as follows: Maricopa County, (602) 263-1100.

Failure to contact blue stake may result in violations of A.R.S. SS 40-360.21 and A.R.S. SS 40-360.22A.

Contacts: The following contact information is provided for the Contractor to contact the appropriate personnel:

Entity	Name	Address	Contact Information
Arizona Public Service (APS)	John Rael Government Liaison	Mail Station 3162 P.O. Box 53933 Phoenix, AZ 85072-3933	Voice: (602) 371-6945 Mobile: (602) 361-7817 Fax: (602) 371-6653 E-mail: john.rael@aps.com
City of Scottsdale Water Services	Chris Heinz	7447 E. Indian School Rd, Suite 205; Scottsdale, AZ 85251	Voice: (480) 312-7250 Fax: (480) 312-4000 E-mail: cheinz@scottsdaleaz.gov
Cox Communications Engineering Department	Ken Degraffenreid OSP Engineer II East Valley	1550 W. Deer Valley Rd. Mail Stop DV2-01 Phoenix, AZ 85027	Voice: (623) 328-3423 Mobile: (602) 694-1887 Fax: (623) 322-7500 E-mail: ken.degraffenreid@cox.com
Qwest	Ian Holmes Local Network Operation	6350 South Maple Avenue, Suite 125 Tempe, AZ 85283	Voice: (602) 630-0496 Mobile: (602) 670-0951 Fax: (480) 831-4946 E-mail: iholmes@qwest.com
Southwest Gas (SWG)	Gene Florez Assistant Engineer	Mail Station 420-586 9 South 43 rd Avenue Phoenix, AZ 85009	Voice: (480) 730-3841 Fax: (480) 730-3606 E-mail: gene.florez@swgas.com

Coordination: Construction activities shall be coordinated and scheduled to incorporate the following applicable utility construction activities:

1. Project design proposes sawcutting, paving and construction of a low profile barrier curb in close proximity to an existing Southwest Gas (SWG) natural gas pipeline. Actual conflicts can be avoided by determining the exact location and elevation of the gas pipelines. Please be aware that Southwest Gas does not provide depth information on its natural gas facilities. SWG recommends that the Contractor evaluate gas pipeline locations by potholing and exposing the gas pipeline.

For actual up to date utility locations, call Blue Stake Center at 602-263-1100 or 1-800-782-5348. Minimum cover over mains is 36 inches. Any underground facility installed must have at least 12 inches face to face clearance at the point of crossing. If the Contractor determines that the proposed construction requires the relocation or abandonment of SWG facilities, please identify these conflicts on the plans and resubmit them for final review. The arrangement and cost of the relocation or abandonment will be entirely at the City's expense.



In addition, the Southwest Gas system has pipeline valves, line locating stations, test points and underground vaults each with protective valve box lids and vault manhole covers. These are designed to be flush with the existing ground. Under U.S. Dept. of Transportation's Pipeline Safety Regulations and Southwest Gas operating procedures, these facilities are required to be accessible at all times.

Southwest Gas will paint yellow all protective valve box lids and vault manhole covers. It will be the responsibility of the City's Contractor to make sure these are protected during construction. The City's Contractor will be responsible for adjustments to all valve box lids and vault manhole covers due to grading and paving per MAG Details 391.1 and 391.2. The Contractor shall contact Southwest Gas Construction at Tempe Operations 480-730-3670 for coordinating work and inspections. For emergencies, please call 602-271-GASS (4277).

Once mechanical trenching is in progress, do not attempt to trench within two feet of a gas pipe. This trenching shall be done by hand in order to prevent any damage to the gas pipe. In the event the City's Contractor should "hook" or otherwise strain a gas pipe while excavating, a call should be placed immediately to 1-800-528-4277 or 911.

Even though there may not be any apparent damage, the strain may have damaged the wrap or a portion of the buried pipe or fittings at other locations causing a leak in the surrounding area. If a steel facility is exposed and the pipe coating is found to be in need of repair, please contact 602-271-4277 so a crew can be dispatched to rewrap the pipe. This is a service provided by Southwest Gas at no cost to the Contractor so that we can monitor our steel facilities and minimize the possibility of corrosion.

When the excavations are complete, all exposed gas pipes should be protected. If the trench is more than three feet wide, the pipe must be supported in a manner where the supporting material does not damage the pipe or its protective wrapping.

When backfilling, Southwest Gas requires both six inches of bedding and six inches of shading with sand or material free of rocks and able to pass through a 3/8-inch screen. This will provide a firm support under the facility and prevent damage to the pipe or pipe coating from the backfilling operation. Do not drop backfill directly over the gas pipe. During the compaction process, use extra care when directly over the gas pipe in order to avoid any damage.

2. Qwest Communications facilities will be adjusted as necessary by the Contractor with inspection by a Qwest coordinator.
3. Cox Communications will relocate and adjust their facilities as necessary concurrent with Contractor's street improvements.
4. The Contractor will relocate and adjust City of Scottsdale facilities as necessary concurrent with Contractor's street improvements.

It is understood by the Contractor that no payment will be made for delays to the Contractor's schedule due to delays resulting from utility relocations.



Other Contractors are expected to be working in or near the area of this project. The Contractor shall conduct his work as specified in MAG Section 105.7.

3. SEQUENCE OF WORK/ CONSTRUCTION SCHEDULE

General: Shall conform to the requirements of MAG Section 108.4 and 108.5 except as modified herein.

Work Hour Limitations: The Contractor shall plan construction activities between normal work hours; 7AM to 5 PM, Monday through Saturday, excluding national holidays.

Work outside these hours is permissible provided a construction schedule has been prepared, submitted to and found acceptable to the City of Scottsdale. The schedule shall identify the work to be performed, including the location and duration of planned activities. Submittals shall be made a minimum of seven (7) days prior to the planned work to allow sufficient time for the City to review the request and schedule any necessary inspections. The Contractor shall be responsible for payment for all overtime and off-hours inspection and testing services that occur outside the normal and excepted working hours indicated above.

The Contractor shall be responsible for payment for all overtime and off-hours inspection and testing services that occur outside the normal and excepted working hours indicated above for City employees.

No work shall be planned during the major downtown events.

Sequence: All underground work must be completed to the satisfaction of the Contract Administrator prior to the start of any roadwork, unless the Contractor can provide a sequence of work schedule and traffic control plan which will demonstrate, to the satisfaction of the City, that neither traffic safety nor Contractor operations will be adversely impacted. The Contract Administrator shall have total discretion and authority to accept or reject the Contractor's proposed sequence of work schedule and traffic control plan.

Contractor's Construction Schedule: Text of MAG Section 108.4 shall be deleted and the following inserted:

The Contractor shall be responsible for planning, scheduling and reporting the progress of the work as to ensure timely completion of the work called for in the contract.

The Contractor shall submit complete computer software generated critical path schedule to the Contract Administrator at the preconstruction meeting. This schedule shall include a complete critical path schedule to cover the Contractor's anticipated time schedule. The schedule shall include a detailed network diagram acceptable to the Contract Administrator with the following features:

- (A) The schedule shall be time-scaled in calendar days. All activities shall be plotted on their early start and finish dates. Activities shall not exceed ten (10) calendar days in length of time when detailed in each critical path schedule.



- (B) The schedule shall show the order and interdependence of activities and the sequence of work as reflected in the schedule report as described below. The critical activities shall be prominently distinguished.
- (C) The schedule shall include, in addition to all construction activities, such tasks as mobilization, demobilization, submittal and approval of samples of materials and shop drawings, procurement of significant materials and equipment, and fabrication of special items, as well as installation and testing; and interfacing with other projects/Contractors/utility companies/etc.
- (D) The schedule activities shall be sufficiently detailed so that the Contract Administrator can follow the sequence. For example, the activities shall show forming, reinforcing, and placement of concrete on the calendar days they are scheduled to be performed.
- (E) The schedule diagram shall show for each activity the preceding and following event numbers and the description and duration of the activity in calendar days.
- (F) The activities shall be organized and described so as to conform to the contract bid items.
- (G) The diagram shall be accompanied by a schedule report of the network with a tabulation of the following data for each activity:
 - 1. **Preceding and following event numbers;**
 - 2. **Activity description;**
 - 3. **Activity duration;**
 - 4. **Earliest start date;**
 - 5. **Earliest finish date;**
 - 6. **Latest start date;**
 - 7. **Latest finish date;**
 - 8. **Total float times;**
 - 9. **Responsibility for activity (i.e.: Contractor, subcontractor, supplier, etc)**
 - 10. **Resource summary for each activity listing personnel, equipment and anticipated revenue.**

The Contractor shall make three (3) copies and submit updated schedules and reports in two (2) week increments commencing from notice to proceed in conformance with the following:

- (A) The Contract Administrator shall determine if the detailed network diagram and/or report requires revision in whole or in part, and shall so inform the Contractor of non-compliance with contract schedule within five (5) calendar days.
- (B) The report shall show the activities or portion of activities completed during the two week period and the portion completed on the project to date; actual start and finish dates shall be shown plus future activities for the next two (2) week period.
- (C) The report shall state the percentage of revenue actually earned as of the report date.
- (D) The report shall be accompanied by a narrative description of job progress, problem areas, current and anticipated delaying factors and their anticipated effect, and any corrective



actions proposed or taken. This report shall identify departures from earlier schedules or changes in logical sequence or logical ties.

- (E) The monthly report shall include a summary of all activities scheduled to begin in the next two (2) week period that are critical path, those activities whose float has changed and those activities with less than ten day float. The activities shall be sequenced by critical path activities, by least total float and by greatest float respectively.
- (F) The Contractor shall use computer generated critical path scheduling software.

Acceptance of the Contractor's schedules by the Contract Administrator is not to be construed as relieving the Contractor of his obligation to complete the contract work within the contract time; construed as granting, rejecting, Contractor requests for adjustments to the contract completion date; or construed as acceptance of claims for additional compensation. Any time extension requests shall be processed in strict compliance with other relevant provisions of the contract.

No direct measurement or direct payment will be made of Contractor costs relating to preparation and submission of schedules and reports and revisions thereto.

Failure of the Contractor to comply with the requirements of this section will be grounds for withholding an additional ten (10) percent of the monthly progress payment. Additional money withheld will be paid upon compliance to the Contractor on the next scheduled monthly progress payment.

4. PERMITS

General: Text in MAG Section 107.2 shall be deleted and the following inserted:

It shall be the responsibility of the Contractor to obtain and provide payment for all required permits for construction, dust control, relocation of native plants, erection of signs, etc.

The City encroachment permit will be fee-exempt to the Contractor; it has been pre-paid. Water and sewer development, resource and meter fees (excluding construction water metering) will be paid by the City.

The Contractor shall be responsible for securing and payment for any necessary hydrant meters including deposits and all fees for water usage.

The Contractor shall be responsible for payment of any City fees associated with water main shutdowns or miscellaneous charges for optional City provided services. Contact City of Scottsdale One-Stop Shop for a schedule of the available services and associated fees.

A special grading permit at the Contractor's expense will be required when using spoils to fill private property. No grading will be allowed until a Grading and Drainage Plan has been approved by the City.

All haul routes for removals; excavation and dirt moving must be approved by the City of Scottsdale prior to commencement of operations.



The Contractor shall be responsible for payment of any fees associated with the City of Scottsdale for any work within their ROW and for adjusting or relocating their facilities.

This project is subject to the Maricopa County Air Pollution Control Regulations. The Contractor shall comply with the provisions of Scottsdale MAG Supplemental Specification Subsection 107.2.2.

This project is subject to Arizona Pollutant Discharge Elimination System (AZPDES) requirements under the Arizona General Permit for Construction Activities. City of Scottsdale Supplemental MAG Specification Subsection 107.2.1 shall apply. A copy of the permit can be downloaded from ADEQ's website at: <http://www.adeq.state.az.us/environ/water/permits/stormwater.html>.

5. EXECUTION AND APPROVAL OF CONTRACT

MAG Section 103.7 (a) is hereby revised to read:

Budget Projects within 5 working days after the date of Notice of Award of contract from the City of Scottsdale.

MAG Section 103.7, fourth paragraph is revised to read:

The Contracting Agency will approve and execute the contract within five (5) working days following receipt of signed contract and acceptable bonds and certificates of insurance.

6. PRECONSTRUCTION CONFERENCE/ WEEKLY MEETINGS

Preconstruction Conference: The Contractor and all subcontractors shall attend a preconstruction conference meeting at a time and location designated by the Contract Administrator. The Contractor shall be prepared and ready to present to the Contract Administrator all required schedules, plans, etc. as described elsewhere in these special provisions and within the MAG Standard Specifications. The Contractor shall advise the City's Representative of discrepancies with Drawings or Special Provisions.

Weekly Meetings: The Contractor shall plan for and attend weekly meetings with the City at a location and designated time determined by the Contract Administrator. A two (2) week schedule shall be provided at each meeting by the Contractor. The Contractor shall take notes at the meetings. The notes shall be furnished to the contract administrator in the form of minutes. The minutes shall address action items and the responsible parties. The Contract administrator shall review and approve all minutes.

The Contractor shall include in the construction schedule adequate time for weekly construction progress meetings.

7. EARTHWORK, TRENCHING AND DEWATERING

General: MAG Specification 205.8 is hereby clarified to state roadway excavation, fill and backfill has not been made a part of the proposal. Roadway excavation will not be measured or paid for as a unit.



Potholing, dewatering, dust control, noise control, disposal of waste or excess materials, protection or replacement of damaged utilities, trench bedding, importation of backfill, backfilling and compaction will not be measured. Payment for these tasks shall be included in the cost for items of work they are most closely associated.

8. PAINTING AND COATINGS

All material coatings shall be included in the contract prices for the items of work requiring painting or special coatings.

9. TEMPORARY UTILITY SERVICES

Payment for water, sanitary disposal, telephone and power to be furnished by the Contractor in the performance of constructing this project shall be included in the appropriate bid items to which it is appurtenant.

10. SAFETY & SECURITY

Security Program - The Contractor shall:

1. Protect the work, including the field office trailers and their contents from theft, vandalism, and unauthorized entry.
2. Initiate a security program at job mobilization.
3. Maintain the security program throughout the Contract duration.
4. The Contractor and Subcontractor are wholly responsible for the security of their storage compound and lay down area; and for all their plant, material, equipment and tools at all times.
5. Provide the City Inspector with a list of 24-hour emergency phone numbers.

Entry Control - The Contractor shall:

1. Make appropriate inquiries of persons on-site not recognized as employees of the Contractor.
2. Maintain an Employee Log. Make the log available to the City Inspector upon request.
3. Require all employees to sign the Acknowledgment of Program Rules forms. All employees, subcontractor employees and lower tier Contractor employee will receive new employee orientation.
4. Restrict employee personal vehicles to the designated parking areas on the job site.

11. PRIME COATS AND TACK COATS

General: Text in MAG Sections 315.4, 315.5, and 329.7 regarding measurement and payment for bituminous prime and tack coats are deleted. Payment for this work shall be included in the appropriate Asphalt Concrete Pavement bid items to which they will be incorporated.



12. SUBGRADE PREPARATION

MAG Section 301.7 is revised to read: Measurement for grading under pavement will not be measured. MAG Section 301.8 is replaced with; Payment for subgrade preparation shall be incidental to items of ABC or asphalt pavement.

There will be no separate measurement and payment for grading and surface preparation of areas outside of roadway pavement, the work being incidental to adjacent work items.



PART C: BID ITEMS

The following bid items are numbered to correspond to the Schedule of Bid Items and are included to explain details of work not covered by applicable Standard Specifications and to relate work and pay quantities to the specific Bid Item.

Any work shown on the plans or specified in the special provisions but not listed in the bid item shall be considered incidental to the project.

ITEM 105801 CONSTRUCTION SURVEYING

MAG Section 105.8, Construction Stakes, Lines and Grades, is deleted and the following inserted:

General: The Contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

Staking Outline: Prior to beginning any survey operations, the Contractor shall furnish to the City of Scottsdale Project Manager, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

Field Books: The Contractor shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the City at any time and shall become the property of the City upon completion of the work.

Survey Control Verification:

- (A) Control Points (horizontal and vertical) - The existence and location of all survey monuments, bench marks and control points shall be verified prior to demolition or construction activity. Immediately notify the City of Scottsdale Project Manager when location discrepancies greater than two-hundredths (0.02) foot horizontal or one-hundredth (0.01) foot vertical are found. All datum shall be City of Scottsdale.
- (B) Control Lines - Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced prior to construction.
- (C) Temporary Bench Marks - Temporary bench marks shall be established and referenced at this time.

Pre-Construction Location Survey: All existing features which are located prior to construction shall be referenced to survey monuments along control lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features shall be relocatable after construction. Distances measured shall be within one-hundredth (0.01) foot.



- (A) Survey monuments - All survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three-hundred (300) feet from the survey monument is being referenced.
- (B) Water and Sewer line appurtenances - Water and sewer line surface appurtenances such as manholes, valves and cleanouts that lie within the construction area shall be located and noted on the Contractor's approved construction documents prior to any demolition or excavation.
- (C) Match Points and Removals - Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify the City of Scottsdale Project Manager when location discrepancies of connecting facilities greater than one-tenth (0.10) foot horizontal or two-hundredths (0.02) foot vertical are found.

Construction Stakes: The Contractor shall set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications.

The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the Contractor shall provide additional stakes and controls necessary to perform the work. The Contractor shall be held responsible for the preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

(A) Curbs, Curb and Gutter, Valley Gutter:

- (1) Curb and gutter shall be staked and installed prior to sidewalk construction.
- (2) Cut/fill stakes for rough grade shall be set at one-hundred (100) feet intervals with cuts to the top of curb.
- (3) Finish grade stakes shall be set to curb grade at twenty-five (25) feet intervals, at grade brakes, angle points, transitions, returns, driveways, alley entrances, sidewalk ramps and other curb control points. The stakes shall be tacked for line on a two (2) foot offset to the back of curb.
- (4) Face of curb forms shall be checked for grade at flow line prior to placing concrete where longitudinal grades are one-tenth (0.10) percent or less.
- (5) Face of curb forms shall be checked for grade at gutter line prior to placing concrete for transitions from or to MAG 220 Type "A" and MAG 222 Type "A" curb at 30 foot intervals.
- (6) Valley gutter stakes shall be set offset five (5) feet from the centerline of the valley gutter at twenty-five (25) feet intervals, marked with cuts to the flowline of the valley gutter.



(B) Roadway:

- (1) Subgrade stakes shall be set to subgrade elevation at fifty (50) feet intervals on straight sections, twenty-five (25) feet intervals through vertical curves, on horizontal curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade break lines and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line stakes and the curb and gutter face exceeds twenty (20) feet.
- (2) Select shall be staked the same as subgrade.
- (3) ABC stakes shall be set to ABC elevation at thirty-three (33) feet intervals on straight sections, twenty-five (25) feet intervals through vertical curves, on horizontal curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks. Stakes shall be set at crown lines, at grade breaks and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line stakes and the curb and gutter face exceeds twenty (20) feet.
- (4) Pavement edges shall be controlled by utilizing a wire control mechanism or screeding along a concrete gutter or other structure whose surface grade is flush with the finished pavement grade. Stakes shall be set to finished elevation at thirty-three (33) feet intervals on straight sections, twenty-five (25) feet intervals on curves with radius of six-hundred (600) feet, or less, and/or slopes of less than four-tenths of one percent (0.4%), the beginning and end of horizontal and vertical curves and grade breaks.

(C) Sidewalk:

- (1) Stakes are not required for sidewalks five (5) feet or less in width which are adjoining existing curb and gutter.
- (2) Sidewalk stakes shall be set to grade on an offset and tacked for line at twenty-five (25) feet intervals at the beginning and end of horizontal and vertical curves and grade breaks.

(D) Traffic Signing and Striping: The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.

(E) Landscaping: The Contractor shall delineate the procedures and controls to be utilized in the Staking Outline.



Re-establishment Survey:

- (A) Monument locations will be marked with "straddlers" (four (4) nails with metal "shiners") driven into the pavement, placed in pairs approximately six feet apart and opposite to each other. Lines connecting opposing pairs shall form a ninety (90) degree cross with three foot legs. The center of the cross will signify the exact location of the center of the monument to be set. Monuments will be drilled or punched after they have been set.
- (B) Manhole, valve box and cleanout locations shall be painted on the pavement.

Inspection and Acceptance of Work: The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City's opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City will order any or all of the staking and layout work redone at no additional cost.

Measurement and Payment: Construction surveying will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Bid Items, which amount shall be considered full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis for payment.

ITEM 105802 AS-BUILTS

General: The as-built work shall conform to the City of Phoenix Survey Section Standard Requirements For: Staking, As-Built, Quantity Calculations; dated January 1, 1980.

A full size set of project blue line drawings shall be kept on-site and updated on a weekly basis with a red pencil or red ink to reflect any field adjustments, changes, omissions, additions, etc. as they occur on the project. The City inspector will check site as-builts on a weekly basis to insure all modified project elements have been properly recorded on the field plan set.

The City will provide the Contractor with the original mylar plan sheets for use in preparing final as-builts. Information shall be shown on these mylars in **red opaque ink**, depicting the constructed dimensions, elevations, grades and materials including locations of existing underground utilities found during construction.

The Contractor shall exercise extreme care in handling the originals and will return them to the City in like condition. In the event the originals are damaged or determined by the City to be unacceptable, the Contractor shall replace the originals by contacting the design Engineer of record and have new drawings produced. All costs incurred as the result of replacing the originals shall be done by the Contractor. The City will be the sole judge in determining whether the as-builts are acceptable.

All work included in the contract documents as well as changes to the contract shall be noted as correct or modified by either checking off the information if it is correct, or by drawing a neat line



through the original data and writing in the correct information in red opaque ink if the information is incorrect. Unless noted otherwise below in the minimum as-built requirement section, station/offset measurements will be from construction centerline/ monument line both parallel and transverse to roadway; added items or location changes shall be physically drawn at revised or new locations on the as-builts; and all measurements and stations should be to the nearest tenth of a foot.

The minimum requirements for mylar as-built acceptance is as follows:

- (1) Project Drawing Quantity Notations: Any project drawing or quantity summary sheet that shows a quantity on it that is incorrect shall be corrected by drawing a neat line through the original quantity and writing in the correct information. When space on the drawing does not allow room to indicate the corrections, a separate table may be drawn on a separate sheet with reference on both plan sheets to the plan sheet that the table refers to or to the sheet where the table is located.
- (2) Existing/New Utilities: All underground infrastructure utilities, whether depicted on the project plans or not, shall be verified, corrected or added to the as-builts noting the beginning and ending station/offset location and elevation of utility relative to finished roadway grade or other identifiable ground or permanent roadway/project feature. Any electrical installation work for street lighting or power connection shall be located relative to construction centerline/monument line or relative to back of curb and gutter (whichever is closer) including the depth of the facility.
- (3) Removals: Dimensions and/or other volumetric descriptions and station/offset location of all removed items.
- (4) Curb/Gutter/Valley Gutter: Beginning and ending station/offset location of straight curb /gutter/valley gutter runs relative to construction centerline/monument line; flow line elevation; and station/offset location of PC's and PT's.
- (5) Driveway/Alley Entrances: Beginning and ending station/offset including driveway wings.
- (6) Sidewalk: Beginning and ending station/offset and any other modification necessary to incorporate or avoid existing facility conflicts.
- (7) Sidewalk Ramp: Curvilinear distance deviations measured along gutter flow line from curb and gutter PC/PT or other shifts/adjustments to properly align with pedestrian crosswalks or other modifications necessary to incorporate/avoid existing facility conflicts.
- (8) Roadway Pavement: Beginning/ending station and measured completed roadway width from edge of pavement to edge of pavement in straight roadway sections; measured completed roadway width perpendicular to construction centerline/monument line from both edges of pavement to construction centerline/monument line in curved roadway sections; and actual sawcut removal/tie-in to existing pavement locations.



- (9) Manhole/ Catch Basin/ Valve/ Cleanout/ Tee: Beginning/ ending station and offset. Stationing is to commence at the downstream manhole (or as depicted on drawings) with location of tap/wye/tee/lateral locations clearly noted.
- (10) Landscaping and Irrigation: Note beginning and ending station/ offset/ elevation including size of PVC; sleeve/ pull-box/ electrical-valve/ water-service/ tap/ meter/ bubbler/ drip-line locations.
- (11) Roadway Striping/Signage: Any relocated sign shall be located by station and offset from construction centerline/monument line. Any change in roadway marking is to be noted on as-builts.
- (12) Linear Items: Fences, walls, ditches, channels etc. should be located by station/offset and tied in with a permanent point.

The as-built drawings shall be certified by an Arizona Registered Land Surveyor. As-built drawings shall be delivered to the City of Scottsdale Contract Administrator within thirty (30) calendar days from the date of final inspection and acceptance by the City of the work completed under this contract. Work under this bid item includes transfer of all information noted by the Contractor on the on-site as-built drawing set described above under Bid Item number 105801. Final payment will be made only after submitted as-builts are accepted by the City (see "Measurement and Payment" below).

Measurement and Payment: As-Builts will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Bid Items, which amount shall be considered full compensation for the work as described herein and required to clearly indicate all specific as-built information.

Final payment for survey work under this bid item will be made when the City accepts the final as-built mylars. Should the Contractor fail to submit acceptable as-builts within the maximum 30 calendar day period noted above, the City will execute a deduct change order for 10% of the Construction Survey As-Built bid item total from the contract (or \$2,500.00, whichever is greater) for every 5 working day period that the Contractor fails to provide acceptable as-builts (not including City review time). If the Contractor fails to submit acceptable as-builts after the 3rd submittal, the City will deduct 50% from the Construction Survey As-Built bid item total from the contract (or \$10,000.00, whichever is greater) and execute a final change order noting the City's justification for penalizing the Contractor for unacceptable as-built preparation.

ITEM 321001 THRU 321002 PAVEMENT SECTIONS

ITEM 321001 PAVEMENT SECTION NO. 1 (1¼" ARAC, 8¼" AC)

ITEM 321002 PAVEMENT SECTION NO. 2 (1¼" ARAC)

General: Text in MAG Sections 315.4, 315.5, 329.6, and 329.7 regarding measurement and payment for bituminous prime and tack coats is deleted.

The applicable portions of MAG Section 321, Asphalt Concrete Pavement, are amended as follows:



Materials and Manufacture: All asphaltic concrete used in the project shall conform to MAG Section 710 except as herein described. Paving asphalt shall comply with the provisions set forth by the East Valley Asphalt Committee in "Hot Asphalt Mix Design Criteria", dated April 1, 1996.

The Contractor shall use a City approved mix design by E. V. A. C.

Placing, Spreading, and Finishing: No pavement construction shall start until conflicting underground utility construction is completed or as directed by the Contract Administrator. The base course shall not be placed on prepared subgrade until compaction tests have been completed and accepted by the City of Scottsdale Capital Projects Inspector.

When new pavement is to meet existing pavement, the edges of the existing pavement shall be saw-cut to a true, regular vertical line, cleaned of all foreign material, and painted with emulsified asphalt before the new pavement is placed adjacent to the existing pavement.

The exact point of matching termination and overlay, if necessary, shall be determined in the field by the City of Scottsdale Capital Projects Inspector.

Preservative Seal: MAG Section 321.5.5 shall be deleted. No preservative seal coats will be placed on new asphalt.

Measurement: Text in Section 321.8 shall be deleted and the following inserted:

Measurement of Asphaltic Concrete Pavement will be made to the nearest square yard for each thickness of pavement, as indicated in the Schedule of Bid Items, including select material, ABC, EVAC, ARAC and tack and/or prime coat, and within the designated limits of paving shown on the plans.

Payment: Text in Section 321.9 shall be deleted and the following inserted:

Asphalt concrete pavement will be paid at the unit price bid per square yard as indicated on the Schedule of Bid Items, which amount will be considered full compensation for the work complete and in place including , including subgrade preparation, select material, ABC, EVAC, AR-EVAC and any specified tack and/or prime coats.

ITEM 340266 THRU 340270 SIDEWALK RAMPS

ITEM 340266 DIRECTIONAL SIDEWALK RAMP, COS STD DET 2233-1-TYPE A

ITEM 340267 DIRECTIONAL SIDEWALK RAMP, COS STD DET 2233-2-TYPE B

ITEM 340269 MID-BLOCK SIDEWALK RAMP, TYPE A, COS STD DET 2235-1

ITEM 340270 MID-BLOCK SIDEWALK RAMP, TYPE B, COS STD DET 2235-2

General: Conform to MAG Section 340 except as modified herein. This section is to cover the costs of forming, shaping and detailing sidewalk ramps as indicated in the details referenced on or included in the plans. All concrete sidewalk ramps shall be 8" thick.

Materials: Add the following paragraph to MAG Section 340.2:

The truncated dome system shall consist of rubber domes bonded to the ramp with epoxy and coated with three coats of a safety yellow polyurethane layer, such as COTE-L SAFTI-TRAX™ or equivalent. A



polyurethane coating (Durabak or approved equivalent) shall be applied to the clean concrete surface prior to dome installation.

Construction Methods: Add the following paragraph to MAG Section 340.3:

Truncated domes on sidewalk ramps shall be constructed per ADA standards, COS Standard Details, and as shown on the plans. Domes shall cover the bottom two feet of the ramps, not including the ramp wings.

Measurement: Add the following paragraph to MAG Section 340.5:

The measurement of concrete in the sidewalk ramp will be to the nearest square foot of concrete complete in place and is to be included in Item 340204- Concrete Sidewalk. The additional work required in forming, shaping and detailing the ramp, including placement of truncated domes, will be measured on a per each basis for each type of sidewalk ramp indicated on the plans.

Payment: Add the following paragraph to MAG Section 340.6:

Payment for the concrete used in constructing sidewalk ramps will be provided in Item 340204- Concrete Sidewalks as measured above. Payment for the additional work in forming, shaping and detailing the sidewalk ramp, including furnishing and placement of the truncated domes, will be per each as indicated in the Schedule of Bid Items, which payment will be considered full compensation for the work complete and in place.

ITEM 343102 THRU 343103 STAMPED ASPHALT PAVEMENT

ITEM 343102 STAMPED AC PAVEMENT, DETAIL C

ITEM 343103 STAMPED AC PAVEMENT, MATCH EXISTING

Stamped asphalt paving shall be in accordance with Section 343 of the City of Scottsdale 2005 Supplemental Specifications. Pattern and color of finished surface shall be as shown in the project plans.

ITEM 345002 ADJUST VALVE, BOX & COVER, COS STD DET 2270

General: MAG Section 345.1 is modified as follows:

The Contractor shall verify the type of existing water valve boxes and covers within the limits of the project and shall adjust or remove and replace as required.

Valve Boxes: The Contractor shall adjust existing valve boxes to finish grade after completion of final grading behind the curb or sidewalk. The conditions of existing valve boxes will be recorded by the Contractor in the presence of the City Inspector prior to beginning construction. Replacement boxes will be provided by the City, at no cost to the Contractor, for any previously damaged. Should any boxes become damaged during construction, the Contractor shall replace them with new boxes at no additional cost to the City.



Measurement: The quantities measured will be the actual number of valve boxes of each type, adjusted and accepted including the removal and replacement of non-complying boxes and covers as stated above.

Southwest Gas will paint yellow all protective valve box lids and vault manhole covers. It will be the responsibility of the Contractor to make sure these are protected during construction. The Contractor will be responsible for adjustments to all valve box lids and vault manhole covers due to grading and paving per MAG Details 391.1 and 391.2. The Contractor shall contact Southwest Gas Construction at Tempe Operations 480-730-3670 for coordinating work and inspections. For emergencies, the Contractor shall call 602-271-GASS (4277).

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

The work under these items includes all removal; removal, testing and relocation; removal and relocation and to modify existing improvements.

General: Comply with MAG Section 350 except as modified herein.

Miscellaneous Removal and Other Work: Modify Section 350.3 and as follows:

The work under this section shall consist of removing and disposing of any obstacle to construction that is not included in any other bid item, whether it is shown on the plans or not, unless it is specifically called out on the plans to be removed or relocated by other agencies.

This work shall also include, but not be limited to, the following:

The removal and relocation of COS fire hydrants shall be completed per the requirements of MAG and the City of Scottsdale. This item shall be paid for per bid item 610803 as described in the special provisions.

The removal of the existing asphalt concrete pavement and base material necessary to construct the landscaping improvements and the removal of temporary pavement and base materials.

The removal of cable barrier shall include all posts, wire rope, end anchor terminals, concrete footings and all hardware.

The removal of existing landscape sprinkler systems, bubblers, faucets, control wires and backflow preventer within those areas identified for removal of landscaping and irrigation. This work shall include coordination with property owners to identify and coordinate modifications to keep their existing system layout operational or restore it to a properly operational system. The Contractor shall notify the property owner of any impact to their irrigation system. The irrigation system shall not be out of order for more than 48 hours.

Salvage and Disposal: The City shall determine which items are to be salvaged. Salvaged items shall be removed with care and delivered at no additional cost, by the Contractor, to the City's Corporation Yard at 9191 E. San Salvador, Scottsdale, AZ.



All other items shall become the property of the Contractor and shall be legally disposed of by the Contractor. The disposal of all waste materials removed under this item shall be the responsibility of the Contractor. The disposal site shall be approved by the City. The Contractor shall remove tree and landscape debris from the site the same day as demolition.

Measurement: Removal of AC pavement or other paved surfaces will be measured parallel to the surface, by the square yard, regardless of depth, to the nearest square yard, including any temporary pavement placed by the Contractor.

The removal of cable barrier shall be measured on a linear foot basis.

Removal of miscellaneous items not described herein will be measured in a lump sum basis and shall include removing and disposing of any obstacle to construction that is not included in any other bid item, whether it is shown on the plans or not, unless it is specifically called out on the plans to be removed or relocated by other agencies.

Payment: Delete text in Section 350.4 and insert the following:

Payment for itemized removals; removals testing and relocation and removal and relocation will be per the bid prices indicated on the Schedule of Bid Items, which amount will be considered full compensation for that work complete as described herein and shown on the plans.

Payment for Miscellaneous Removal and Other Work shall be paid at the lump sum amount indicated on the Schedule of Bid Items and shall be considered full compensation for that work complete as described herein.

ITEM 401001 TRAFFIC CONTROL

The Contractor shall be responsible for all traffic control work as described herein and as required for the project. The City of Scottsdale regulations shall be followed as per the area of jurisdiction.

City of Scottsdale Traffic Regulations

The following shall be considered major streets:

Hayden Road
Indian School Road

General: Conform to MAG Section 401, City of Scottsdale Section 401, City of Phoenix Section 401, City of Phoenix Traffic Barricade Manual, 1998 edition and the Manual of Uniform Traffic Control Devices, except as modified herein.

Description: Delete text in MAG Section 401.1 and insert the following:

This bid item includes all barricades, signs, variable message signs, stripes, lights, temporary barrier, temporary pavements, flagman, uniformed off-duty police officers, etc. needed to keep traffic moving at a minimum of two northbound 10-foot lanes on Hayden Road through the work site. Temporary barrier is acceptable to protect the work zone. No reductions in the number of travel lanes or lane widths are anticipated for southbound Hayden Road traffic. All traffic control signing, haul routes and



barricading plans will be submitted to the Inspector for approval prior to starting the work and all Contractor changes to the plans shall be approved by the City prior to implementation.

The Contractor shall notify the City Inspector seven days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

The Contractor shall provide a safe pedestrian route/access on the existing interior frontage road sidewalks during all construction activities. Temporary concrete barrier or other pre-approved devices shall be used to protect pedestrians from traffic or where the new construction is in close proximity.

Prior to submitting the traffic control plan, the Contractor shall determine a location of the re-routed bus stop with City of Scottsdale Transit.

At least one access point/driveway for each frontage road segment (Whitton Ave to Clarendon Ave and Clarendon Ave to Fairmount Ave) shall be open at all times.

Traffic Control Devices: Append MAG Section 401.2 with the following:

Within fourteen (14) days of Notice of Award, the Contractor shall install a minimum of two variable message signs and/or advance warning signs, located as directed by City of Scottsdale Construction Coordinator. Message on these boards shall be coordinated with the City of Scottsdale Construction Coordinator.

All existing signs in conflict with the construction signs shall be removed, covered with plywood or relocated.

Existing traffic signals shall be covered, relocated or disconnected any time that they are non-functional or in conflict with construction signs. Sign mounting height shall be 7 feet. The measurement shall be from the bottom of the sign to the top of curb.

All regulatory and warning signs shall have flags and lights displayed.

All Type II Barricades, Type III Barricades, and vertical panels shall be equipped with steady burning lights.

All orange construction signs shall use high reflectivity sheeting. All other signs shall use standard reflective sheeting. All signs to be used on the job during periods of darkness shall be reflectorized.

Pavement marking for temporary lane striping shall be 4 inch wide by 10 foot length strips of either temporary pavement marking tape or paint placed at 30 foot intervals except as otherwise shown. The pavement temperature must be 60 degrees Fahrenheit or above when tape is applied.

Temporary lane striping shall be removed by sandblasting or other approved means when the construction phase is complete if they are not covered by asphaltic concrete.

Flagmen or Pilot Cars: Delete text in section and insert the following:



Flagmen or pilot cars shall consist of providing sufficient flagmen, uniformed off-duty law enforcement officers or pilot cars to expedite the safe passage of traffic.

City of Scottsdale uniformed off-duty law enforcement officers shall be provided by the Contractor when construction activities occur within 300 feet of a signalized intersection. If Scottsdale officers are not available, law enforcement officers from other local agencies may be used in their place.

When the Contractor is utilizing the services of a uniformed police officer as required in this section, that officer shall be actively working to control the traffic within and around the intersection at all the times while the work is commencing. If at any time during the work it is found that the officer is not performing these duties, the City of Scottsdale Construction Coordinator will immediately shut down the project work for the remainder of the day. If the work is shut down for this reason, the Contractor will not be paid for the work performed that day, nor shall any time extension be granted as a result of the discontinued work.

The officers shall be knowledgeable of City traffic control systems and their manual use. A key for the traffic control cabinet along with any special instructions shall be obtained from Field Services, 9191 E. San Salvador, Scottsdale. Contact Norm Akin, Maintenance Manager, at (480) 312-5620.

Traffic Control Measures: Append Section 401.4 as follows:

Whenever construction operations create a condition hazardous to the public, the Contractor shall furnish such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions.

Flagmen and guards, while on duty, and safety devices shall conform to applicable City, County and State requirements. It is the Contractor's responsibility to inform the City Inspector of hazardous conditions immediately.

Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the City Inspector may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the City.

Should the City Inspector point out the inadequacy of warning and protective measure, such action of the Inspector shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish any pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

General Traffic Regulations: Contractor shall comply to MAG Section 401.5 as supplemented by City of Scottsdale section 401 and append as follows:

Delete City of Scottsdale reference to lane closures between the hours of 7 to 9 a.m. and 4 to 6 p.m. Two lanes of traffic in the northbound direction and three lanes of traffic in the southbound direction must be provided at all times unless advance approval in writing is obtained from the City of Scottsdale Traffic Engineering Director.



All traffic lanes, to be considered satisfactorily open, shall be paved with a minimum of two inches of asphaltic concrete pavement. This cost shall be considered part of the lump sum price for traffic control for placement and removal of pavement.

Contractor will develop routes for haul trucks on public streets which will be submitted in writing through the City of Scottsdale Development Services for review and approval. The submittal shall include, but not be limited to, the proposed travel direction, turn movements, hours of use, street sweeping, watering and clean-up. Presently established truck routes must be used.

Approach speed limits and speed limits within the construction area shall be determined by the City of Scottsdale Traffic Engineering Department.

Measurement: Delete text of MAG Section 401.6 and insert the following:

Measurement of all traffic control work as described herein and as required for the project will be measured on a lump sum basis.

Payment: Delete text of MAG Section 401.7 and insert the following:

Payment for all traffic control work including the use of off-duty uniformed police officers as described above will be paid for at the lump sum amount indicated on the Schedule of Bid Items, which payment will be considered full compensation for the work complete as described herein and on the plans, and as modified or instructed on-site by City staff. Adjustments to approved traffic control plans, barricading or signing to accommodate specific on-site needs at the sole discretion of the City is included in the lump sum bid item payment.

ITEM 402401 THRU 402503 SIGNING

General: The work under this item will comply with City of Scottsdale Supplemental Specification Section 402, except as modified herein.

All signs to be provided and installed by Contractor unless otherwise noted on project plans. Blank signs will not be fabricated by the City of Scottsdale.

ITEM 430001 DECOMPOSED GRANITE (2" DEPTH, 1/2" SCREENED)

ITEM 430101 GROUNDCOVER (1 GALLON)

ITEM 430201 SHRUB/ACCENT (1 GALLON)

ITEM 430202 SHRUB/ACCENT (5 GALLON)

Landscaping shall conform to Section 430 of the 2005 City of Scottsdale Supplement to MAG (including the City's Standard Details) or as modified herein.

430.1 SUMMARY

Add the following to this subsection:

The work under this section shall consist of furnishing all labor, materials and equipment to install trees, shrubs, groundcover, and decomposed granite.



430.2 SUBMITTALS

Add the following to this subsection:

If specified landscaping material is not obtainable, submit proof of non-availability from five sources contacted, together with proposal for use of equivalent material, similar in appearance, ultimate height, shape, habit of growth and general soil requirements. The Contractor may make substitution of larger size plants of the same species with approval by the Engineer. However, any additional cost for these substitutions will be borne by the Contractor.

Before delivery, Certificates of Compliance as required by governmental authorities shall be submitted for the landscaping, certifying that it meets the requirements specified. Certified copies of the reports for the following materials shall be submitted:

- Transporting of landscape plant materials (from Arizona Department of Agriculture).
- Certified analysis of soil amendments and conditioners.
- Decomposed granite.
- Miscellaneous landscape materials.

Certification shall indicate: suppliers name, address, telephone number, date of purchase, name and technical description of item purchased, and quantity of each item purchased.

Provide sample of proposed decomposed granite (for general landscape areas) prior to ordering or delivery, showing color, size range and texture, including proposed style source – submit 5 pound sample. All submittals and samples shall be forwarded in a single package to the Engineer within 30 days of award of the Contract.

All herbicide/pesticide applicators shall be properly licensed for application of non-restricted use chemicals with an A-20 license or an A-21 license with Pesticide Endorsement from the State Registrar of Contractors and Structural Pest Control Commission. All Contractors are required to furnish a copy of their application from the Registrar of Contractors, which shall list the names of those employees, approved as applicators by the Registrar of Contractors. Application of non-restricted use pesticides shall not take place until the Engineer receives a copy of the application.

430.3 QUALITY ASSURANCE

Add the following to this subsection:

The publications listed below form a part of this specification to the extent referenced:

- AAN-ASNS: American Association of Nurserymen, Inc. "American Standard for Nursery Stock," latest edition.
- AJCHN-SPN: American Joint Committee on Horticultural Nomenclature "Standardized Plant Names," Second Edition, 1942.
- ANA: Arizona Nursery Association Growers Committee "Recommended Tree Specifications," latest edition.
- ASTM: American Society for Testing and Materials.

Perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State



and local authorities in furnishing, transporting and installing materials as shown or for completing the work identified herein.

The Engineer reserves the right to take and analyze samples of materials for conformity to the Special Provisions at any time. Rejected materials shall be immediately removed from the site at the Contractor's expense. The Contractor shall pay the cost for all testing in addition to all removal and replacement of materials not meeting the Special Provisions.

Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site. Protect products/materials from weather or other conditions that would damage or impair the effectiveness of the product/material.

When completed, finish grade for landscape areas shall not vary more than one quarter of one inch (1/4") from specified grade and cross section and shall be a smooth, uniform surface, free of abrupt grade changes or depressions. Soil subgrade shall be adjusted for specified depth of surfacing materials.

Unless otherwise specified, landscaping finished grades shall be 1-inch below adjacent roads, paths, pavements, concrete headers, walks, curbs, and retaining walls.

Contractor shall bear final responsibility for proper surface drainage of planted areas. Any discrepancy in the drawings or Special Provisions, obstructions on the site, or prior work done by another party, which Contractor feels precludes establishing proper drainage, shall be brought to the attention of the Engineer in writing for correction or relief of said responsibility.

All landscape areas within the project shall be graded so that finished surfaces conform to the typical sections, proposed grades and blend into the surrounding surfaces. Finished surfaces shall be reasonably smoothed, compacted, and free from irregular surface drainage. Ditches and swales shall be finished to permit proper surface drainage.

430.4 DELIVERY, STORAGE AND HANDLING

Add the following to this subsection:

Ship materials with Certificate of Inspection required by governing authorities.

Prior to delivery of any plant material to the project site, the Contractor shall make the necessary arrangements with the Engineer for an inspection of the plant material at the source. The Contractor will pay for travel to nurseries located outside of the metropolitan Phoenix area, when requested by the Contractor. Any plants found to be unsuitable in growth or condition, or plants, which are not true to the specification, shall be removed and replaced with acceptable plants.

The Contractor shall notify the Engineer at least 7 days in advance for inspection of the plant material at the off-site location. Prior to notification of the Engineer, the Contractor shall physically verify that the plant materials meet the size specified. Subsequent to the delivery of the plants to the site, the Engineer shall, at his option, re-inspect the plant material. Plants that do not meet the requirements herein shall be removed from the site and new material provided until the replacement plants have been accepted.

430.5 PROJECT CONDITIONS

Add the following to this subsection:



Bidders are encouraged to visit the job site prior to bidding on this project, and to satisfy their concerns as to the magnitude of the work involved.

Water costs are the Contractor's responsibility until Final Acceptance or the end of Plant Maintenance Period whichever is longer and until the water meters are transferred to the City of Scottsdale.

Existing utilities, work installed as part of the project by others, and improvements not designated for removal shall be protected in place. The Contractor shall repair any damage at no additional cost to the project.

Unless otherwise provided, all landscape plantings, irrigation systems, and other improvements shall be constructed after rough grading has been completed to within one tenth of a foot (0.10') from the subgrade elevation necessary to meet the finish grading requirements.

The Contractor shall obtain copies of the as-builts of the existing irrigation systems within the right-of-way. Avoid damage to portions of the existing system not scheduled for modifications.

Determine location of underground utilities through Blue Stakes or other approved methods and perform work in a manner, which will avoid possible damages. The Contractor, at no additional cost to the project, will repair any damages to staked utilities. Hand excavate, as required when working in close proximity to any underground utilities. Maintain stakes by others until all affected parties agree to removal. The Contractor must meet all MAG and Blue Stake requirements.

430.6 COORDINATION AND SCHEDULING

Add the following to this subsection:

Planting Schedule: Submit planting schedule, indicating dates for each type of landscape work during landscape installation. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.

430.7 WARRANTY

Add the following to this subsection:

Remove and replace installed plant material found to be dead or in unhealthy condition at any time during warranty period or as directed by the Engineer. Replace plant material that is in doubtful condition at end of warranty period unless, in opinion of Engineer, it is advisable to delay replacement. If replacement is delayed, another inspection will be conducted at an agreed upon date to determine acceptance or rejection. Only two replacements (per tree, shrub, or groundcover) will be required during the warranty period, except for loss or replacements due to failure to comply with specified requirements.

Replacements made during the Special 1-year Warranty period shall be done within 10 days of written notice from the Engineer according to the plans and Special Provisions herein. The Engineer shall approve replacement material prior to planting.

430.8 TREE AND SHRUB (AND GROUNDCOVER) MAINTENANCE

Add the following to this subsection:



The work of this subsection shall include the maintenance of all installed plants, regardless of species plant type or source of origin.

Unless otherwise authorized, the Contractor shall maintain all landscape areas on a continuous basis as they are completed during the course of work until accepted or until the final Plant Maintenance Inspection, as applicable. The Contractor shall provide adequate personnel to accomplish the intended maintenance. Maintenance shall include keeping the landscape areas free of debris on a weekly basis, chemical control of weeds and fertilization as needed, cultivating the planting areas, and pruning of plant material when appropriate. Make replacements within 10 days of notification from the Engineer. Remove dead, damaged or vandalized plants within 10 days of notification. Replacement of dead, damaged or vandalized plants shall be of the same kind and size as originally specified and shall be installed as described in the contract documents at no cost to the Owner.

Plants shall be kept in a healthy, growing condition by watering, pruning, spraying, weeding and any other necessary operation of maintenance. Plant saucers and beds shall be kept free of weeds, grass and other undesirable vegetation. Plants shall be inspected at least once per week and appropriate maintenance performed. Pruning and restaking is to include removal of any growth conflicting with vehicular/pedestrian movement and/or site visibility requirements.

Chemical mixing and method of application for weed control shall be done in the presence of the Engineer. Chemical application for weed control shall not apply to areas that are native seeded.

The Plant Maintenance Period for the installed plants and irrigation system shall not be considered within the allotted contract period. If the landscape areas are improperly maintained, if appreciable plant replacement is required (for whatever reason), if corrective work is required for the operation of the irrigation system, or if other corrective work is necessary, the Plant Maintenance Period shall be extended and the Contractor shall continue to maintain the entire site until accepted at no increased cost to the Project.

Pre-Maintenance Inspection: An inspection will be performed upon substantial completion of all planting/irrigation work under this contract. Contractor shall notify the Engineer within 5 days of inspection to arrange schedule. The Engineer, Contractor and such others as the Engineer shall direct, shall be present at the inspection. Subsequent to the inspection, the Engineer shall issue the effective beginning date for the Plant Maintenance Period. At his sole discretion, the Engineer may issue beginning dates for portions of the landscaping.

Work requiring corrective action in the judgment of the Engineer shall be performed within 5 days after the pre-establishment inspection. Corrective work and materials replacement shall be in accordance with the plans and these Special Provisions and shall be made by the Contractor at no cost to the Owner. When inspected work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Engineer and found to be acceptable. Remove rejected plants and materials promptly from the project site.

Final Maintenance Inspection: At the end of the Plant Maintenance Period, an inspection of planting areas will be made by the Engineer in the presence of the Contractor to accept the landscape/native seeding installation and/or to substantiate that the completed work is in compliance with the requirements of the project. At the time of final establishment inspection, the Contractor shall have all planting areas under this contract free of weeds and neatly cultivated. All plants shall be alive and healthy, without signs of stress. At the end of the Plant Maintenance Period and at the Engineer's



option, the period for replacements and/or individual plants in question may be extended for up to two months before a final determination is made without additional cost to the project. Replacements will be governed by these Special Provisions as if they were new installations.

If, after the Final Maintenance Inspection, the Engineer is of the opinion that all work has been performed as per the plans and these Special Provisions and that all plant materials are in satisfactory growing condition, he/she will give the Contractor written notice of final acceptance of the landscape installation and commencement of the 1-year warranty period.

Work requiring corrective action or replacement in the judgment of the Engineer shall be performed within 10 days after the Final Establishment Inspection. Corrective work and materials replacement shall be in accordance with the plans and these Special Provisions, and shall be made by the Contractor at no additional cost to the project. Maintain corrected work until re-inspected by Engineer.

430.9 GROUND COVER AND PLANT MAINTENANCE

Delete this subsection in its entirety.

430.11 PRODUCTS

430.11.5 SOIL AMENDMENTS

Add the following to this subsection:

Herbicides and Pesticides: Contact herbicides and pesticides used must comply with all applicable state and Federal laws and be registered with the U.S. Environmental Protection Agency. Contact herbicides shall be quick acting and permit planting within 7-10 days of their use.

Pre-emergent Herbicide: Shall be Surflan or approved equal.

Soil Sulfur: Shall be elemental sulfur (99.5% pure), commercially prepared so that 100% passes through a 15 mesh screen and 50% passes through a 50 mesh screen.

Structural Soil: Shall be produced on-site or commercially prepared soil medium intended to enhance the growing conditions for the installed trees. The structural soil shall consist of a mixture of 50% of 3/8" select decomposed granite, 20% sand and 30% loamy soil (less than #20). The Contractor shall produce a 5 cubic yard sample of the soil and conduct two representative soil fertility tests as identified in these Special Provisions. The structural soil fertility tests are separate and in addition to those identified elsewhere in these Special Provisions. Amendments shall be added to the structural soil as recommended by the fertility tests. No additional measurement or payment will be made for the fertility testing or the amendment incorporation.

430.11.6 FERTILIZER

Add the following to this subsection:

Commercial Fertilizer: Fertilizer shall be a commercially prepared product (Ammonium phosphate) with an N-P-K value of 16-20-0, or approved equal.

430.11.7 MULCHES

Add the following to this subsection:



Decomposed granite: Shall be as specified on the Drawings and MAG Section 702. Granite shall be free from all foreign objects irregularities in color or form, calcareous coating, or caliche.

430.11.8 WEED CONTROL BARRIERS

Add the following to this subsection:

All non-paved areas, as directed by the Engineer, shall be treated with a chemical control, such as Roundup or equal, to control and kill weeds. After weed kill has been established to the satisfaction of the Engineer, these areas shall be cleared and grubbed. For any undesirable vegetation that cannot be eradicated by approved chemical methods, the Contractor is required to mechanically remove such vegetation at no additional cost to the Project.

Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions, and as approved for use as a chemical per Arizona Certified Pest Control advisor. Apply to weed control prior as recommended by the material supplier. Take care not to over spray onto adjacent landscaping.

All decomposed granite areas shall be treated with a pre-emergence control, such as "Surflan" or equal in accordance with these Special Provisions or the manufacturer's recommendations, whichever is more stringent.

Installed trees shall have a 24" depth root barrier such as "Deep Root" or equal, installed in accordance with manufacturer's recommendations. Provide shop drawings of the proposed installation of this material.

430.12 EXECUTION

430.12.1 EXAMINATION

Add the following to this subsection:

All planting areas shall be left free of construction debris and/or toxic material and sub-graded to a level to permit landscape and irrigation construction. Trenches, foundation backfill or other filled excavations shall be compacted prior to the site being turned over to the Contractor. No soil preparation or planting shall begin before the site has been cleared and cleaned of debris. Commencement of work indicates acceptance of job site conditions.

As soon as possible after all or portions of the site become available for landscaping, the Contractor shall contract with a licensed soils lab to test a minimum of six soil samples (1-2 ft depths) at locations within the landscaped areas approved by the Engineer of the existing in-situ soil for use in agricultural fertility analyses. The soil analyses shall include all characteristics necessary to make fertility recommendations for ornamental landscape, lawn and garden applications. The report shall include analyses showing PPM of Ca, Mg, Na, K, Fe, Zn, Cu, S, Mn, B, nitrate, nitrogen, and phosphorus at the test locations. The report shall also include levels of salinity, pH, sodium, soluble salts, organic matter percentage, exchangeable sodium percentage, electrical conductivity, and free lime, and include recommendations for soil amendments to correct deficiencies, to eliminate conditions detrimental to plant growth, and to improve the soil fertility.

Provide the test results and recommendations to the Engineer for review. If, in the opinion of the Engineer, the test results warrant a change in the soil amendments, the Engineer will request a proposal



from the Contractor for incorporating the additional amendments into the project. Changes to soil amendments from those specified in these contract documents will be paid for under a separate contract modification. The costs of the soils testing shall be included in the costs of contracted items; no separate measurement or payment will be made for soils testing.

430.12.2 PREPARATION

Add the following to this subsection:

Prior to excavation, lay out individual trees, shrubs, and plants for the Engineer to approve. Make adjustments to plant arrangements as requested.

Any existing plant designated to remain in place based on the project limits shall be fully protected during all construction activities. When any trees or shrubs are to remain in place and are damaged or removed by the Contractor, the Engineer shall have the Contractor remove and grub those trees and shrubs that are damaged and provide and install an equivalent equal-sized like-kind replacement plant. The Engineer will be the sole judge in identifying damaged trees or shrubs. All labor and costs for replacing the damaged plants shall be at the Contractor's expense.

430.12.3 PLANTING SOIL PREPARATION

Add the following to this subsection:

Surface applications of fertilizer (as shown in the planting details) will not be required.

430.12.5 EXCAVATION FOR TREES AND SHRUBS

Add the following to this subsection:

Prior to planting as directed by the Engineer, test the percolation of up to twenty five tree and shrub planting pits to determine adequate drainage. Fill pit full with water. Allow 24 hours to drain. If pit has not substantially drained, notify the Engineer and submit a proposal in writing to correct the situation.

430.12.6 PLANTING TREES AND SHRUBS

Add the following to this subsection:

Plant trees, shrubs, and groundcover after final grades are established and prior to decomposed granite installation, unless otherwise approved in writing. If planting of trees, shrubs, and groundcover occurs after decomposed granite installations, protect decomposed granite areas and clean up soil contamination of decomposed granite resulting from planting operations.

Set plant material plumb and in center of pit or trench with top of ball at an elevation necessary to accomplish finished grade. Remove pallets or containers before backfilling. Do not handle container plants by foliage, branches or trunks. After removing plant from container, scarify side of root ball to eliminate root bound condition. Do not plant stock if root ball is cracked or broken. When set, place additional backfill mix or structural soil around plant, brace and place fertilizer tablets, if specified on the drawings. Work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill or structural soil. When completed, the structural backfill shall be firm, fixed and shall not settle more than 1 inch during the duration of the Plant Maintenance Period.



430.12.8 TREE, CACTUS, AND SHRUB STAKING

Add the following to this subsection:

Stake all trees per the drawings. Set stakes vertically and spaced to avoid penetrating balls or root masses. Place tree ties for maximum support with top tie above scaffold branches and second ties midway to the ground level. Avoid "rigid" restraint of tree and allow for some trunk movement. Stakes to be set in undisturbed soil beyond plant pit.

430.12.10 MULCHING

Add the following to this subsection:

The landscape areas to receive decomposed granite shall be graded according to the drawings and these Special Provisions, prior to the placement of any decomposed granite. The ground shall be reasonably smooth and rocks larger than 1-inch in diameter, within the top 1-inch of soil, shall be removed and disposed of off-site.

The Contractor shall stake out all areas to receive decomposed granite. These areas shall be treated with a spray applied pre-emergent control, such as Surflan or equal, both prior to and after placement of the mulch material and at the end of the Plant Maintenance Period. All applications shall be completed by a State of Arizona licensed applicator. All pre-emergent spray materials shall include a temporary coloring agent to provide visual verification of coverage. All applications shall be monitored and completed in the presence of the Engineer.

Decomposed granite shall be evenly distributed on the designated areas to a depth as indicated on the plans and details (2-inches deep at all installation locations). If a depth is not indicated the minimum depth shall be 2 inches.

After placing and grading the decomposed granite, the Contractor shall water settle the decomposed granite with a light spray to remove fine materials from the surface. Immediately after watering, the Contractor shall roll the decomposed granite with an appropriate device to an extent satisfactory to the owner's representative.

Decomposed granite material shall conform to the requirements of MAG Sections 702 and 795.

430.12.14 CLEAN UP AND PROTECTION

Add the following to this subsection:

During landscape work, keep pavements clean and work areas in orderly conditions. Sweep, scrub or hose affected areas as directed by the Engineer to maintain a clean and neat work area.

MEASUREMENT AND PAYMENT

Add the following subsection:

Measurement:

Decomposed Granite, 2" Depth: Measurement for decomposed granite (regardless of color or gradation) mulch shall be made on a square yard basis.



Trees, Shrubs, and Groundcovers (including Accents) (various sizes and species per the Bid Schedule): Measurement for trees, shrubs, and groundcovers (regardless of size and species) shall be made on a per each basis.

Payment:

Decomposed Granite, 2" Depth: Payment for decomposed granite mulch shall be made on the basis of the contract unit price bid per square yard. Price bid shall include all labor, materials, equipment, pre-emergent chemical applications and equipment necessary to provide and place decomposed granite in accordance with the plans and these specifications.

Trees, Shrubs, Groundcovers (including Accent) (various sizes and species per the Bid Schedule): Payment shall be considered full compensation for all labor, materials, equipment, and all other items necessary and incidental to the installation of landscape plant materials, complete in place including but not limited to layout, excavation, backfill and soil preparation according to the plans and these specifications and the Plant Maintenance Period. Payment for trees, shrubs, and groundcovers (regardless of size and species) shall be made on the basis of the contract unit price bid per each.

There will be no separate measurement and payment for the Plant Maintenance Period. This cost shall be included in the applicable landscape bid item. Ten (10) percent of the landscaping bid item amount will be withheld until the completion and acceptance of the Plant Maintenance Period, at which time payment of these remaining monies will be paid to the Contractor.

Traffic Control, if required, is considered as incidental to the contracted item, and no separate measurement and payment will be made for this work.

ITEM 440207 IRRIGATION PIPING LATERAL

ITEM 440261 IRRIGATION SLEEVING

ITEM 440501 IRRIGATION EMITTERS MULTI

Sprinkler irrigation system installation shall conform to Section 440 of the 2005 City of Scottsdale Supplement to MAG (Standard Details and Specifications) or as modified herein.

440.1 SUMMARY

Add the following to this subsection:

The Contractor shall install all irrigation systems, lines, emitters, electrical and water service connections and other irrigation equipment as shown on the plans. The irrigation system lines and emitters will be adjusted as required to accommodate the newly graded area contours. All new materials and hardware for irrigation lines, valves, heads, etc. shall satisfy the requirements of Section 440 and Section 757.

The Contractor shall coordinate and arrange for the complete installation of all pipes, tapping sleeves, backflow preventors, water meters, valves, valve boxes, fittings, electrical service and any incidental items required to complete the installation of the irrigation system. All water main service taps and meters will be provided and installed by the Contractor in strict accordance with and based upon approval of the City of Scottsdale Water Services Department. The Contractor will be responsible to pay all related fees and costs associated with the complete installation of the required water services. The Contractor shall coordinate with the City of Scottsdale to have all required installations completed in



accordance with the City of Scottsdale requirements, Standards and Details and to provide all other installation necessary to complete the full and operational water service installations. The Contractor shall coordinate with the City of Scottsdale Water Services Department for all required water service installations and connections. The Contractor shall contact the City of Scottsdale a minimum of thirty (30) calendar days in advance of the desired date for the installation of the taps and meters.

Due to the scale of the drawings, it is not possible to indicate all offsets fittings and sleeves, which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such offsets, fittings and sleeves as may be required to meet such conditions. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

When construction encroaches into an existing landscaped irrigation system, the Contractor shall remove the conflicting portion of the system within the right-of-way and/or easement and any portion that may remain under the proposed improvements, whether shown or not shown on the plan. If the removals affect other areas of the system not in conflict with the construction, the Contractor shall permanently or temporarily restore or modify the existing system to provide water to the unaffected areas. The restoration or modification shall be completed within 24 hours after the disruption occurs or after notification by the Engineer.

The Contractor shall restore the affected landscape irrigation system to an operational condition equal to or better than the existing system. When necessary sprinkler heads shall be reinstalled at the edge of the new improvements. The reconstructed or modified system shall provide completed irrigation coverage without overspray onto walks, pavement, walls, building, etc.

The Contractor shall have the option to salvage and reuse existing materials. In the event that it is not feasible to reinstall the salvaged materials, new materials shall be installed.

440.4 SUBMITTALS

Add the following to this subsection:

Prepare and make submittals in accordance with conditions of the Contract, and as follows: A minimum of ten (10) days prior to beginning work on the irrigation system the Contractor shall submit six (6) copies of manufacturers literature including name and numbers covering materials listed below and any other items requested by the Engineer. Do not order materials until the Engineer approves products.

Items to be submitted:

Pipe	Automatic Controllers
Fittings and Solvents	Wire and Connectors
Gate Valves	Valve Boxes
Remote Control Valves	Pressure Regulating Valves
Emitters	

All items shall be those specified and approved by the Engineer. Substitutions will not be allowed without approval.

The Engineer shall review As-Built drawings before controller charts are prepared. The chart shall show the area controlled by the automatic controller and shall be the maximum size, which will fit inside the controller door, and still be legible. Identify the area of coverage of each remote control valve, using a



distinctively different color, drawing over the entire area of coverage. Following review of the charts by the Engineer, they shall be hermetically sealed between two layers of 20-mm thick plastic sheets. These charts shall be completed and approved prior to final inspection of the irrigation system.

Submit four operation and maintenance manuals to the Engineer for review prior to final acceptance. The manuals should include the complete technical description of materials and products used, guarantee statements, and complete operating and maintenance instructions on all major equipment. The Contractor shall provide a demonstration to maintenance personnel, with the City's representative present, of how to adjust and maintain all sprinkler head types, controller functions, and recommended controller programs, as established by the Contractor. The Contractor shall also review recommended watering rates for new plant materials.

440.7 QUALITY ASSURANCES

Add the following to this subsection:

Conform to the requirements of reference information listed below except where more stringent requirements are shown or specified in the Contract Documents.

American Society of Testing Materials (ASTM) - Specifications and Test Methods specifically referenced in this Section.

Underwriters Laboratories (UL) - UL Wires and Cables.

Work involving plumbing for installation of copper piping, backflow preventer(s), and related work shall be executed by licensed and bonded plumber(s). The Contractor shall secure a permit at least 48 hours prior to start of installation. The Contractor shall be responsible to contact and obtain all required permits from the City of Scottsdale.

The Contractor shall arrange for a preliminary walk-through with the Engineer when the entire system is operational. Operate each zone in its entirety, additionally, open all valve boxes and expose items covered, if directed. Generate a list of items to be corrected and make adjustments, "fine tuning" the entire system by regulating valves, and setting pressure regulators at proper and similar pressure to provide optimum and efficient coverage. Flush and adjust all lines for optimum performance. Adjustments shall be made at no additional cost to the City of Scottsdale.

Arrange for a Substantial Completion walk-through when all items generated from the preliminary walk-through have been corrected. Items deemed not acceptable by the Engineer shall be reworked to complete satisfaction. The maintenance period will not begin unless authorized by the Engineer. All accessories, charts, record drawings and equipment, as required, will be provided before scheduling the Final walk-through.

Following the Plant Maintenance Period (refer to Subsection 430.8) a Final walk-through inspection will be scheduled to review the system and make adjustments to the watering schedules.

440.13 MEASUREMENT AND PAYMENT

Add the following subsection:

Measurement:

ITEM 440207 Irrigation Piping Lateral



Measurement shall be made on a per each basis.

ITEM 440261 Irrigation Sleeving

Measurement shall be made on a linear foot basis.

ITEM 440501 Irrigation Emitters Multi

Measurement shall be made on a per each basis.

Payment:

ITEM 440207 Irrigation Piping Lateral

Payment shall be made on the basis of the price bid per linear foot. Price bid shall include all labor, material, and equipment necessary to install the Irrigation Piping Lateral in accordance with the plans, details, and these Special Provisions.

ITEM 440261 Irrigation Sleeving

Payment shall be made on the basis of the price bid per linear foot. Price bid shall include all labor, material, and equipment necessary to install the Irrigation Sleeving in accordance with the plans, details, and these Special Provisions.

ITEM 440501 Irrigation Emitters Multi

Payment shall be made on the basis of the price bid per each. Price bid shall include all labor, material, and equipment necessary to install the Irrigation Emitters in accordance with the plans, details, and these Special Provisions.

ITEM 505704 LOW PROFILE BARRIER CURB & GUTTER, DETAIL A

ITEM 505708 LOW PROFILE BARRIER CURB & GUTTER TRANSITION, DETAIL B

General: The work under these items will comply with MAG Section 505. The concrete shall be Class AA per MAG Section 725 and the reinforcing steel shall be per MAG Section 727.



HAYDEN FRONTAGE ROAD - WHITTON AVE TO FAIRMOUNT AVE
CITY OF SCOTTSDALE
SCHEDULE OF BID ITEMS
PROJECT NO. 410 Y1019

Item No.	Description	Quantity	Unit	Unit Cost	Amount
105801	CONSTRUCTION SURVEYING	1	LS		
105820	AS-BUILTS	1	LS		
321001	PAVEMENT SECTION NO. 1 (1¼" ARAC, 8¼" AC)	490	SY		
321002	PAVEMENT SECTION NO. 2 (1¼" ARAC)	2,320	SY		
336001	SAWCUT PAVEMENT	1,535	LF		
340001	VERTICAL CURB & GUTTER, MAG STD DET 220, TYPE A	285	LF		
340021	RIBBON CURB, MAG STD DET 220, TYPE B	144	LF		
340041	ROLL CURB & GUTTER, MAG STD DET 220, TYPE C	740	LF		
340042	ROLL CURB & GUTTER, MAG STD DET 220, TYPE D	550	LF		
340204	CONCRETE SIDEWALK, MAG STD DET 230	1,395	SF		
340222	MEDIAN NOSE PAVING, MAG STD DET 223 (MODIFIED FOR BOX NOSE)	128	SF		
340266	DIRECTIONAL SIDEWALK RAMP, COS STD DET 2233-1, TYPE A	1	EA		
340267	DIRECTIONAL SIDEWALK RAMP, COS STD DET 2233-2, TYPE B	2	EA		
340269	MID-BLOCK SIDEWALK RAMP, TYPE A, COS STD DET 2235-1	1	EA		
340270	MID-BLOCK SIDEWALK RAMP, TYPE B, COS STD DET 2235-2	1	EA		
340301	CONCRETE VALLEY GUTTER, MAG STD DET 240 (MODIFIED, SEE DETAIL D)	225	SF		
340302	CONCRETE VALLEY GUTTER, COS STD DET 2240	540	SF		
340601	CONCRETE SCUPPER, MAG 206-1	2	EA		

HAYDEN FRONTAGE ROAD - WHITTON AVE TO FAIRMOUNT AVE
CITY OF SCOTTSDALE
SCHEDULE OF BID ITEMS
PROJECT NO. 410 Y1019

Item No.	Description	Quantity	Unit	Unit Cost	Amount
343102	STAMPED AC PAVEMENT, DETAIL C	80	SY		
343103	STAMPED AC PAVEMENT, MATCH EXISTING	5	SY		
345002	ADJUST VALVE, BOX AND COVER, COS STD DET 2270	5	EA		
350001	REMOVE AC PAVEMENT	1,625	SY		
350019	REMOVE AC PAVEMENT (MILLING) (1¼")	2,320	SY		
350021	REMOVE CONCRETE PAVEMENT	135	SY		
350042	REMOVE CURB	1,430	LF		
350113	REMOVE CABLE BARRIER	1,140	LF		
350604	REMOVE SIGN, POST & POST BASE	10	EA		
401001	TRAFFIC CONTROL	1	LS		
402401	REFLECTIVE TRAFFIC SIGN PANEL	36	SF		
402411	TELESPAR SIGN POST, COS 2131	3	LF		
402412	TELESPAR SIGN POST BASE ASSEMBLY (SLEEVE & ANCHOR), COS 2131	3	EA		
402503	OBJECT MARKER (OM4-2) (18"x18")	4	EA		
430001	DECOMPOSED GRANITE, COS 2620 (1/2" SCREENED, 2" DEPTH) (DESERT GOLD)	4,600	SF		
430101	GROUND COVER, 1 GAL. (COS 2620)	269	EA		
430201	SHRUB/ACCENT, 1 GAL. (COS 2620)	121	EA		
430202	SHRUB/ACCENT, 5 GAL. (COS 2620)	16	EA		

HAYDEN FRONTAGE ROAD - WHITTON AVE TO FAIRMOUNT AVE
CITY OF SCOTTSDALE
SCHEDULE OF BID ITEMS
PROJECT NO. 410 Y1019

Item No.	Description	Quantity	Unit	Unit Cost	Amount
440207	IRRIGATION PIPING LATERAL	1,440	LF		
440261	IRRIGATION SLEEVING	310	LF		
440501	IRRIGATION EMITTERS	68	EA		
440931	IRRIGATION RESTORATION (TAP TO EXISTING COS SHRUB LATERAL)	1	LS		
505704	LOW PROFILE BARRIER CURB & GUTTER, DETAIL A	862	LF		
505708	LOW PROFILE BARRIER CURB & GUTTER TRANSITION, DETAIL B	48	LF		
610803	FIRE HYDRANT RELOCATION, MAG STD DET 360 & 362	1	EA		
TOTAL PROJECT COST					

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
BIDDER QUESTIONNAIRE**

REFERENCES:

List three Arizona customers for whom you have provided service of a similar scope as this Invitation for Bid during the past three years. Include the length of any contracts listed.

CUSTOMER NAME AND ADDRESS	TELEPHONE	CONTACT
1. _____		
2. _____		
3. _____		

List all equipment you intend to use in the performance of this Agreement, if applicable.

Signed _____

Title _____

Company _____

**INVITATION FOR BID # 10PB046
HAYDEN FRONTAGE ROAD
SUBCONTRACTOR'S LIST**

If any bidder intends to subcontract any portion of this contract, the bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents.

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

BID FORM

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

In compliance with the Advertisement for Bids, by the City of Scottsdale Purchasing Division, the undersigned bidder:

Having examined the contract documents, work site, and being familiar with the conditions to be met, hereby submits the following bid for all labor, materials, and equipment, for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth hereinafter.

Understands that construction of this project shall be in accordance with all applicable M.A.G. Standard Specifications, Details, Uniform Codes, Ordinances, and Regulations as otherwise required by the Project Plans and Special Provisions.

Understands that the bid shall be submitted with a bid guarantee of cashier's check or surety bond for an amount not less than (10%) ten percent of the amount bid.

Understands that a notarized Non Collusion Affidavit shall be submitted with the bid for it to be considered complete.

The Bidder also certifies it is in compliance with the Contracts with Sudan and Iran; and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Agrees that upon receipt of Notice of Award, from the City of Scottsdale, to execute the contract documents.

Work shall be completed within seventy (70) calendar days, as specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM _____ DATED _____ ADDENDUM _____ DATED _____

ADDENDUM _____ DATED _____ ADDENDUM _____ DATED _____

The undersigned agrees to construct this project at the prices shown on the Schedule of Bid

items, totaling _____ Dollars

(\$_____). This amount constitutes the Base Bid. Such base bid includes State, County and City privilege (sales) taxes.

Amounts shall be shown in both words and figures. In the event unit price extension errors are discovered on the Schedule of Bid Items submitted, the errors will be corrected by the City and the corrected total bid cost shall govern.

BID FORM SIGNATURE PAGE

BID NUMBER 10PB046

PROJECT NUMBER Y1019

The City Council reserves the right, as the interest of the City requires, to reject any or all bids, to waive any informality in bids received, to award a contract by accepting or rejecting any alternate bid(s) (additive or subtractive) and reserves the right to reject the bid(s) of any bidder who has previously failed to perform competently in any contract with the City.

Contractor's License Number and Classification: _____.

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of _____ a partnership consisting of _____ or individual trading as _____ of the City of _____. By submitting this bid (I), (WE) hereby agree to enter into the Contract included in the bid documents and (I), (WE) further agree that this bid incorporates by reference to the same extent as if set forth herein in full all of the terms and conditions contained in said bid documents identified as BID NO. 10PB046, including Plans, Standard Specifications and Details, Project Manuals, Special Provisions, Addenda, if any, Performance Bond, Payment Bond and Certificate of Insurance.

Respectfully submitted:

NAME OF FIRM: _____

SIGNATURE: _____
(Officer of Company)

ADDRESS: _____

TELEPHONE NO.: _____ DATE: _____

WITNESS:
IF BIDDER IS AN INDIVIDUAL

BY: _____
OFFICER AND TITLE (SEAL)

AFFIDAVIT REGARDING NON COLLUSION

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

PROJECT NAME: HAYDEN FRONTAGE ROAD

State of _____

County of _____

I,

(Name and title of authorized representative) says and certifies, that said Contractor/Company has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract. This affidavit must be notarized for it to be acceptable.

Contractor / Company Name

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

The forgoing instrument was acknowledged before me this ____ day of _____ 20__.

Notary Public

My Commission Expires

Notary Stamp:

BID BOND

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

KNOW ALL MEN BY THESE PRESENTS: That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Scottsdale in the penal sum of Ten Percent (10%) of Bid Amount, Dollars (\$_____) lawful money of the United States of America, to be paid to the order of the City of Scottsdale, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, signed with our seals and dated _____, 200__. The conditions of the above obligation are such that whereas the City Council of the City of Scottsdale, did order the following works to be done, to wit: Bid No. 10PB046.

WHEREAS, _____, the Principal herein in answer to the Notice Inviting Bids issued by the City of Scottsdale, put in its bid for the making of said improvements.

NOW THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the bid and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

ATTEST:

ATTORNEY IN FACT

PRINCIPAL (SEAL)

BY: _____

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

NOTICE OF AWARD

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

PROJECT NAME: HAYDEN FRONTAGE ROAD

TO

You are hereby notified that you were awarded the Contract by the Scottsdale City Council on _____ in the amount of \$_____. You are required by the Terms and Conditions of this bid to execute the Construction Contract, furnish Contractor's Performance and Payment Bonds, submit the appropriate Certificate(s) of Insurance, and complete and return the I.R.S. W-9 form, and the Transaction Privilege (Sales) Tax License numbers issued by the State of Arizona and City of Scottsdale, within ten (10) days from the date of this Notice.

If you fail to execute the Construction Contract, furnish the required bonds, submit Insurance Certification(s), and complete and return the I.R.S. W-9 form, and the Transaction Privilege (Sales) Tax License numbers issued by the State of Arizona and City of Scottsdale, within ten (10) days from the date of this Notice, the City will consider this as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the City of Scottsdale.

BY: _____

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

BY: _____

Subscribed and sworn to before me this _____ day of _____ 200__.

NOTARY PUBLIC

My Commission Expires

**CITY OF SCOTTSDALE
CONSTRUCTION CONTRACT**

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

PROJECT NAME: HAYDEN FRONTAGE ROAD

THIS CONTRACT, made and entered into this _____ day of _____, 200____, by and between _____, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "OWNER".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Bid No. 10PB046, Project No. Y1019 and to completely and totally construct the same and install the material therein for the Owner, in a good workmanlike and substantial manner to the satisfaction of the Owner and under the direction and supervision of the Owner, or other properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared for the Owner, and with such modifications of the same and other documents that may be made by the Owner or other properly authorized agents, as provided herein.

The Contractor agrees that this Contract, as awarded, is for Bid No. 10PB046, Project No. Y1019, HAYDEN FRONTAGE ROAD in the amount of \$_____, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.

ARTICLE 2 - CONTRACT DOCUMENTS: Bid No. 10PB046, Plans, Standard Specifications and Details, Project Manuals, General and Special Provisions, Addenda, if any, and Contractor's Bid, as accepted by the Mayor and Council. Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE 3 - TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the bid form.

PROJECT NAME: HAYDEN FRONTAGE ROAD

ARTICLE 4 - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner, through its Contract Administrator or other properly authorized agent and to Owner's satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid and/or lump sum price on the Bid Form made a part hereof. Any progress payments made shall be in accordance with the General Terms and Conditions as set forth in the Contract Documents which are a part hereof and final payment shall be made within forty (40) days after final inspection and acceptance of the work.

ARTICLE 5 - CONTRACT ADMINISTRATOR: shall be Bill Peifer or designee.

ARTICLE 6 – CHANGES TO THE CONTRACT PRICE AND TIME

6.1 Delays to the Work

- 6.1.1 Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 1.
- 6.1.2 If the Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom the Contractor is responsible, the Contract Times for performance may be reasonably extended by Change Order.
- 6.1.3 The Contractor must request an increase in the Contract Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
- 6.1.4 Written notice must be received within fourteen (14) days of the commencement of the cause of the delay.
 - 6.1.4.1 If written notice is received more than fourteen (14) days after commencement of the cause of the delay, the period of delay will be deemed to commence fourteen (14) days prior to the giving of such notice.
- 6.1.5 By way of example and subject to Force Majeure as described below, events that may entitle the Contractor to an extension of the Contract Time include acts or omissions of the City or anyone under the City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, unusual delay in transportation, and adverse weather conditions not reasonably anticipated.
- 6.1.6 If adverse weather conditions are the basis for a request for additional Contract Time, such requests must be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

- 6.1.7 It is understood, however, that permitting the Contractor to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.
- 6.1.8 In the event that the Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, the Contractor and the City will negotiate to determine the amount of such damages. This provision is made pursuant to Arizona Revised Statutes Section 34-607(E) and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision will not be construed to void any provision of this contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.
- 6.1.9 In addition to the Contractor's right to a time extension for those events set forth in this Section 6.1, the Contractor may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Article that are beyond the control of both the Contractor and the City, including the events of war, acts of terrorism, floods, labor disputes (but not including the Contractor's own work force and those of its subcontractors), earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

6.2 Differing Site Conditions

- 6.2.1 If the Contractor encounters a Differing Site Condition(s), the Contractor may be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent the Contractor's cost and/or time of performance are the direct result of a Differing Site Condition(s)
- 6.2.2 Upon encountering a Differing Site Condition, the Contractor must provide prompt written notice to the City of such condition, which notice must not be later than seven (7) days after the condition has been encountered. The Contractor will, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.
- 6.2.3 In order for the Contractor to obtain any additional compensation and/or time extensions for differing site conditions, the Contractor must demonstrate that it encountered a material difference at the site, as defined in Article 1, that required it to expend additional cost and/or time. The Contractor shall also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the site conditions.

6.3 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CITY OF SCOTTSDALE

ATTEST:

By: _____
W. J. "Jim" Lane, Mayor

BY: _____
Carolyn Jagger, City Clerk

CONTRACTOR: _____

REVIEWED: _____

ADDRESS: _____

Pauline Hecker
Risk Management Director

CITY/STATE/ZIP: _____

Bill Yazel
Purchasing Director

By: _____

Bill Peifer
Contract Administrator

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the _____ day of _____, 200__ for Bid No. 10PB046, Project No. Y1019, HAYDEN FRONTAGE ROAD, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.
The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 200__

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the _____ day of _____, 200__ for Bid No. 10PB046, Project No. Y1019, HAYDEN FRONTAGE ROAD, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall be recover as a part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 200__

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

ACORDtm					DATE (MM/DD/YY)	
CERTIFICATE OF LIABILITY INSURANCE						
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
				COMPANIES AFFORDING COVERAGE		
				COMPANY A		
INSURED				COMPANY B		
				COMPANY C		
				COMPANY D		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE PRODUCTS COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <input type="checkbox"/> INCL <input type="checkbox"/> EXCL </div>				<div style="display: flex; justify-content: space-between;"> <div>WC STATU- TORY LIMITS</div> <div>OTHER</div> </div> EL EACH ACCIDENT EL DISEASE . POLICY LIMIT EL DISEASE . EA EMPLOYEE	\$ \$ \$
	Other:					
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER: 10PB046.						
CERTIFICATE HOLDER ACORD 25-S (1/95)				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE <div style="text-align: right;">© ACORD CORPORATION 1988</div>		

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:	Project Title:	Contract #:	
Companies Affording Coverage		Current State of Arizona License	Current A.M. Best Rating
Producer:	A. _____ B. _____ C. _____ D. _____ E. _____	Yes	No
Insured:		_____	_____
		_____	_____
		_____	_____
		_____	_____

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	(,000)
	General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Owner's & Contractor's Prot. <input type="checkbox"/> Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	\$ _____ \$ _____ \$ _____
	Professional Liability <input type="checkbox"/> Type _____ <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Claim All Claims	\$ _____ \$ _____
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence Aggregate	\$ _____ \$ _____
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	\$ _____ \$ _____ \$ _____
	Builder's Risk					
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company. **APPLICABLE CONTRACT NUMBER:** 10PB046.

CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies) Signature: _____ Date: _____
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NOTICE TO PROCEED

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

TO:

PROJECT NAME: HAYDEN FRONTAGE ROAD

In accordance with the Contract dated _____, 200__, you are hereby notified to commence work on _____, 200__ and you are to complete the WORK within seventy (70) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 200__. Official time extensions thereto shall be considered and authorized in strict conformance with General Conditions or M.A.G. Standard Specifications.

CITY OF SCOTTSDALE

BY: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged.

BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____ 200__

NOTARY PUBLIC

My Commission Expires

AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

PROJECT NAME: HAYDEN FRONTAGE ROAD

To the City of Scottsdale, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total consideration of \$_____, including the final pay estimate of \$_____, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to defend, indemnify and hold harmless the City of Scottsdale against any and all liens, claims of liens, suits, action, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said project construction items and/or services.

Signed and dated this _____ day of _____ 200__.

CONTRACTOR

BY:

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR'S NOTICE OF
FINAL PAY ESTIMATE**

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

PROJECT NAME: HAYDEN FRONTAGE ROAD

To the City of Scottsdale

This notice confirms acceptance by Contractor of final contract payment in the amount of \$_____ which represents the balance due for subject project. This amount includes payment for all retentions held and adjusted final quantities.

TOTAL CONTRACT AMOUNT, including final pay estimate: \$_____.

Signed and dated this _____ day of _____ 200__.

BY: _____

Title: _____

For: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires

**CONTRACTOR'S NOTICE OF
FINAL ACCEPTANCE**

BID NUMBER: 10PB046

PROJECT NUMBER: Y1019

PROJECT NAME: HAYDEN FRONTAGE ROAD

CONTRACTOR NAME:

FINAL CONTRACT AMOUNT:

Construction on the above project was completed on _____ and on _____ a final inspection was made of the subject improvements by this office. The work substantially conforms to the approved plans and specifications. We, therefore, accept those portions within the public right-of-way into our system for maintenance.

Approved By:

Contract Administrator

Construction Coordinator

cc: City Clerk
 Accounting Director
 Risk Management Director
 Tax Audit Manager
 Purchasing Director
 Other:

**RETAINAGE ESCROW AGREEMENT
AND ASSIGNMENT FOR CONSTRUCTION CONTRACTS**

This Escrow Agreement and Assignment is made and entered into on _____, 20____, by and among the City of Scottsdale (hereinafter referred to as "City"), _____ (hereinafter referred to as "Contractor") and Wells Fargo Bank Arizona, National Association (hereinafter referred to as "Bank" or "Escrow Agent").

Whereas, City and Bank, having entered into Banking Services Agreement No. 98919; and

Whereas, City and Contractor have entered into a contract for construction as follows:

_____(hereinafter referred to as "Contract"); and

Whereas, said Contract provides that City shall reserve as retainage an amount not to exceed ten percent (10%) of progress payments due on the Contract pursuant to the provisions of Arizona Revised Statutes, Section 34-221; and

Whereas, A.R.S. § 34-221(A)(5) provides that a contractor may assign to City certain certificates of deposit or securities (collectively "securities") in lieu of the ten percent retainage; and

Whereas, Contractor desires to avail itself to said assignment provisions; and

Whereas, City, Contractor, and Bank mutually desire to enter into this Escrow Agreement and Assignment (hereinafter referred to as "Agreement") in order to implement the statutory provisions;

Now, Therefore, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

1. **Appointment and Acceptance of Escrow Agent.** The City designates the Bank as its Escrow Agent and custodian to care for and service any securities or funds assigned by Contractor to City pursuant to A.R.S. § 34-221(A)(5). The Bank agrees to accept appointment as Escrow Agent.
2. **Fees.** Bank is entitled to compensation in accordance with "Schedule A" attached hereto and incorporated herein by reference and which shall be payable by Contractor.
3. **Receipt of Escrow Funds.** Whenever Contractor elects to substitute acceptable securities for the entire amount to be retained by City as a guarantee for complete performance of the Contract, Contractor shall provide written notification to City of such election. Upon such notification, Contractor agrees to transfer funds in that amount to the Bank, at which time the Bank agrees to immediately purchase one or more of the type of securities set forth in paragraph 4 of this Agreement in the name of City in accordance with investment directions received from Contractor. All such funds transferred by Contractor to the Bank upon election of Contractor shall, from the moment of such transfer, be subject to all terms and conditions contained in this Agreement.

Receipt of Escrow Funds - Cont'd

Contractor shall have the right to direct the Bank to change the investment of funds from a particular security to another security as long as all securities comply with the requirements of paragraph 4 of this Agreement, and so long as Contractor pays all handling and/or transfer fees related to investment changes. All such securities shall be purchased in the name of City, shall be held by Bank in accordance with this Agreement, and shall be deemed to be in the possession of City for its benefit in lieu of retainages held by City under the Contract.

In no event shall City accept a time certificate of deposit of a bank or shares of a savings and loan institution in lieu of the retainage unless accompanied by a signed and acknowledged waiver of the bank or savings and loan institution of any right or power to set off against either the City or Contractor in relationship to the certificates or shares assigned. Investments in Money Market Funds that invest only in securities set forth in paragraph 4 of this Agreement shall be considered an acceptable substitute for the actual securities. Such Money Market Funds may be Money Market Funds for which the Trustee or its Affiliates provide management advisory services.

4. **Investment of Escrow Funds.** For purposes of this Agreement only, the term "security" shall be of a character described in A.R.S. § 34-221(A)(5) and approved by the state treasurer, including:
 - (a) Time certificates of deposit of banks licensed by the State of Arizona;
 - (b) Securities of or guaranteed by the United States of America;
 - (c) Securities of the State of Arizona or of counties, municipalities and school districts within Arizona;
 - (d) Shares of savings and loan institutions authorized to transact business in Arizona.
5. **Interest.** All interest and income paid on any bonds or securities assigned and deposited pursuant to this Agreement shall be collected on a regular basis by the Bank and said amounts shall be the property of and be paid, when and as accrued and collected, to Contractor, less reasonable custodial care or service costs charged for such service.
6. **Duty of the Escrow Agent.** The duties of Bank include its obligations to:
 - (a) Receive the Escrow Funds and invest the same pursuant to Section 4, pending written authorization from the City to deliver all interest and income of said securities to Contractor;
 - (b) Provide immediate notification to the City of each Contractor deposit of funds into the escrow account and each purchase of securities by Bank;
 - (c) Deliver to City all or any portion of said securities, upon written request of City, provided that, upon City's written instruction, Bank shall first reconvert said securities into money and deliver such money together with any other moneys held pursuant to this Agreement to the City by depositing same to the City's depository account with Bank;

Duty of the Escrow Agent – Cont'd

- (d) Deliver to Contractor all sums remaining in the escrow account upon City's written notification to Bank that Contractor has satisfactorily completed work pursuant to the construction Contract.
- 7. **Rights.** The City and Contractor agree that this Agreement shall in no way infringe on or restrict the rights of City or Contractor under the construction Contract.
- 8. **Assignment.** Contractor hereby assigns to City any and all rights, title and interest, without reservation whatsoever, which Contractor has or might have in the securities which are now or may hereinafter be deposited with the Bank pursuant to this Agreement.
- 9. **Reporting.** The Bank shall report at least monthly to Contractor and City on the market value of the securities deposited with the Bank pursuant to this Agreement. If at any time the market value of the securities falls below the amount of retained funds substituted by bonds and securities, Contractor shall, in the name of the City, deposit with the Bank money or securities complying with paragraph 4 of this Agreement in an amount sufficient to re-establish a total deposit of securities equal in value to the initial amount substituted. The Bank shall not be responsible for monitoring the market value of the securities except on a month-end basis.
- 10. **Indemnification.** Contractor shall indemnify and hold harmless the Escrow Agent from and against, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates unless such action, claim or proceeding is the result of negligence, gross negligence, or the willful misconduct of the Escrow Agent. The Escrow Agent may conclusively rely upon and shall be protected in acting upon any statement, certificate, notice, request, consent, order or other document believed by it to be genuine and to have been signed or presented by a duly authorized party or parties. The Escrow Agent shall have no duty or liability to verify any such statement, certificate, notice, request, consent, order or other document.
- 11. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given, (b) on the day of transmission if sent by facsimile transmission to the facsimile number given below, and telephonic confirmation of receipt is obtained promptly after completion of transmission, (c) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service, or (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed, return receipt requested, to the party as follows:

Notices – Cont'd

If to City:

If to Contractor:

If to Escrow Agent:

Wells Fargo Bank Arizona, N.A.
Attn: Tim Coker
100 West Washington, MAC: S4101-080
Phoenix, AZ 85003
Phone # 602-378-2340
Fax #602-378-2333

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

12. **Successors and Assigns.** Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder, including use of funds or securities as collateral, without the prior written consent of the other parties hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.
13. **Governing Law: Jurisdiction.** This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of the State of Arizona, without giving effect to the principles of conflict of laws thereof.
14. **Severability.** In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void, or unenforceable, all remaining provisions of this Agreement shall remain in full force and effect.
15. **Amendments: Waivers.** This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall neither be deemed nor construed as a further or continuing waiver of such condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the escrow contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such escrow.

16. **Section Headings.** The section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.
18. **Time of Essence.** Time is of the essence of this Agreement.
19. **Resignation.** Escrow Agent may resign upon thirty (30) days advance written notice to the City and Contractor. If a successor Escrow Agent is not appointed within the thirty day period following such notice, Escrow Agent may petition any court of competent jurisdiction to name a successor Escrow Agent.
20. **Other Contract Provisions.** All other provisions of the Banking Services Agreement No. 08RP021 between the City and Bank and all executed Amendments thereto, not otherwise modified by this Agreement, shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first set forth above.

City of Scottsdale
W. J. "Jim" Lane, Mayor

By: _____
Contract Administrator

Reviewed By:

Bill Yazel
Purchasing Director

Pauline Hecker
Risk Management Director

Approved as To Form:

Office of the City Attorney

WELLS FARGO BANK ARIZONA, NATIONAL ASSOCIATION

By: _____
Its: _____

CONTRACTOR: _____

By: _____
Its: _____

Schedule A

Retention Escrow Fees:

Acceptance Fee	\$750.00
Annual Fee	\$1,000.00